

AGENDA *Revised

Thursday, July 8, 2021 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-58

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of Intergovernmental Subrecipient Agreement with City of Oregon City/Pioneer Center to Provide Social Services for Clackamas County Residents. Maximum value is \$185,963 through the Older American Act Ride Connection pass-through funds and Low Income Home Energy Assistance Program. No County General Funds involved. – *Social Services*
2. Approval of a Federal Subrecipient Grant Amendment #1 with Clackamas County Children’s Commission to provide Healthy Families services. Amendment adds \$91,823 for a maximum value of \$1,797,977.95. County General Fund covers \$45,000 of the maximum value. – *CFCC*
3. Renewal of Contract with Community and Shelter Assistance (CASA) of Oregon. Value is \$45,000 that CASA pays to clients’ accounts. No County General Funds are involved. – *Social Services*
4. Approval of Grant Agreement with US Department of Treasury For Emergency Rental Assistance Funds (ERA 2). Maximum eligibility of \$9,908,500 through the US Department of Treasury under the authority of Section 3201(a) of the American Rescue Act of 2021. No County General Funds are involved. – *Social Services*
5. Approval of Amendment #01 to a Revenue Contract with CareOregon, Inc. for Behavioral Health Services. Amendment adds \$1,908,454 for a maximum value of \$3,750,012 through CareOregon. No County General Funds are involved. – *Behavioral Health*

6. Approval for Agreement # 10057 with Oregon Health and Science University (OHSU) for Institutional Review Board (IRB) study. OHSU will pay Clackamas Health Centers \$219,419 over a period of four years. No County General Funds are involved. – *Health Centers*

B. Department of Transportation and Development

1. Approval to apply for a RAISE Discretionary Transportation Grant to replace the bridge across the Bull Run River: \$9.2 Million in grant funds requested with matching funds of \$2.3 million (20%) Road Fund + \$10,000 contribution from Weyerhaeuser. No County General Funds are involved.
2. Approval of Intergovernmental Agreement between Clackamas County and the City of Happy Valley for Traffic Signal Maintenance and Transportation Engineering Services: Revenue – varies between \$500 to \$3,000 annually through the Road Fund. No County General Funds are involved.
3. Approval of a Contract with Kittelson and Associates, Inc. for the Arndt Road Extension Alternatives and Goal Exception Study Project: Total contract value \$210,000 through Community Fund and Road Fund. No County General Funds are involved.

C. Business and Community Services

1. Approval of Federal Financial Assistance Award of Domestic Grant 21-DG-11060600-006 between Clackamas County and USDA, Forest Service Mt. Hood National Forest. Total funding of \$24,897.60, with \$19,152 in USDA Forest Service Secure Rural Schools and Community Self Determination Act of 2000 funds, and \$5,745.60 from the FY 21-22 Dump Stoppers program funding. No County General Funds are involved.

D. Technology Services

1. Approval to Purchase HPE Proliant Servers for County Datacenter Infrastructure. \$228,032.64 funded through Technology Services Allocated Budget. No County General Funds are involved.

E. Juvenile

1. Approval of Amendment #10 to the Intergovernmental Agreement 2015001 with Multnomah County for Assessment and Evaluation Service Beds for Clackamas County Youth. \$126,449 funded through County General Fund.

F. Water Environment Services

1. Approval of Contract between Murraysmith, Inc. for Engineering Design Services for the Force Main on I-205. \$500,000 funded through WES funds. No County General Funds are involved.

II. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. COUNTY ADMINISTRATOR UPDATE

IV. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

July 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of Oregon
City/Pioneer Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for persons in the Oregon City/West Linn service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$185,963. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10202; Subrecipient #22-009

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for persons living in the Oregon City/West Linn area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

Page 2 – Staff Report: H3S#10202

July 8, 2021

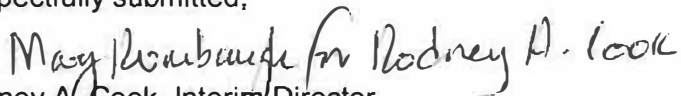
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Oregon City/Pioneer Center showed an interest in providing these services in the Oregon City/West Linn area, so an Intergovernmental Subrecipient agreement with the City of Oregon City/Pioneer Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10202	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 1, 2021

CONTRACT WITH: 21-23 City of Oregon City-Pioneer Comm. Ctr.

CONTRACT AMOUNT: \$185,963.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year -
<input checked="" type="checkbox"/> Upon Signature -	<input checked="" type="checkbox"/> Biennium -
<input checked="" type="checkbox"/> Other -	<input checked="" type="checkbox"/> Retroactive Request? -

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor Date Approved: Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin

Digitally signed by Brenda Durbin
Date: 2021.06.04 09:23:08 -0700

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 City of Oregon City-Pioneer Comm. Ctr.

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/1/2021

PURPOSE OF

CONTRACT/AGREEMENT: Aging services subrecipient agreement for the delivery of community-based services to older adults in the Oregon City/West Linn area.

H3S CONTRACT NUMBER: 10202

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of **July 1, 2021** ("Effective Date") by and between **Clackamas County Health, Housing and Human Services, Social Services Division** ("Covered Entity") and **City of Oregon City; Pioneer Community Center** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.

- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this

Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,

- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth,

home address, account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

c. By a method of notification that meets the requirements of 45 CFR §164.404(d).

d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately

terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of

Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
City of Oregon City;
Pioneer Community Center

Covered Entity:
Clackamas County

By: 
Anthony Konkol

By: _____
Rodney A. Cook

Title: City Manager

Title: Director, H3S

Date: 6-1-21

Date: _____

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-009**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **City of Oregon City** by and for its **Pioneer Community Center** ("SUBRECIPIENT"), a Municipal Corporation.

Clackamas County Data	
Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Matt Zook	Program Representative: Kathy Wiseman
Matt Zook, Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 Mzook@orc.org	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 Kwiseman@orc.org
FEIN: 93-6002230	DUNS: 00-246-1366

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$185,963**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$75,375** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds.** COUNTY's funding of **\$42,000** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet; **\$2,075** in for Low Income Home Energy Assistance

application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization; \$60,513 in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

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

 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
 - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR

200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the

responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all Insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional Insureds listed above.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of Insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- J. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: _____
County Counsel

**City of Oregon City
Pioneer Community Center**

By: 
Anthony Konkol, City Manager

Dated: 6-1-21

Approved as to Content:

By: 
Kathy Wiseman, Center Manager

Dated: 5/27/21

Exhibit 1
Scope of Work, Service Objectives, and Elements of Completion

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
- i. Access & Assessments:**
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:**
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Pioneer Community Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.
 - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

- (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. **SUBRECIPIENT** will be responsible for:

- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
- (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
- (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
- (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

- e. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Oregon City community to enhance visibility and encourage participation. One unit is one meal served.
- f. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- g. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations. One unit is one class.
- h. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2017 deadline.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the Information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (If client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. COUNTY will provide orientation on COUNTY's I & R program to SUBRECIPIENT I & A staff.
- ii. COUNTY will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet Interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly COUNTY "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for COUNTY's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to COUNTY I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Transportation

Objective: To provide contracted units of service throughout the contract period for Clackamas County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain dally Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

f. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone

- (3) have a physical or mental impairment which prevents proper functioning within society
- (4) be of a minority group
- (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.

- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

g. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

h. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to Injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

i. Low Income Home Energy Assistance Program (LIHEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- iv. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.**
- v. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.**

Exhibit 2

Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The Interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
2. SUBRECIPIENT's selection of its drivers shall include:

- a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
- b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2010 Ford Aerotech; VIN: 1FD FE4FS4ADA78976
 - b. 2013 Ford Elkhart; VIN: 1FD FE4FS2DDA64191
 - c. 2014 Ford Goshen, VIN: 1FDEE4FL4EDA05701
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these fund to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.

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EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. 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. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth In Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

City of Oregon City/Pioneer Community Center

Subrecipient Grant Agreement #22-009

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- i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of Independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or Instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. **Binding Obligation.** This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's Industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:**
- i. **Organization and Authority.** COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or Instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. **Binding Obligation.** This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of Information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors In Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **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.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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Exhibit 5
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Agreement Payments: Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this Agreement.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6
Budget and Units of Service**

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

City of Oregon City - Pioneer Community Center
Fiscal Year 2021-22

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	NSIP	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	OR-65-012	STF Funds	Funds	Funds				
Federal Award Numbers	16AORT255	16AORT256	16AORT257	CARES Act	16AORT258	16AORT259			TriMet	Funds	OR-65-012	N/A	N/A	N/A				
CFDA Numbers	93.044	93.045	93.045	93.045	93.043	93.053			Funds	N/A	20.513	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
LIEAP Intakes							N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792						533									122	5,325	\$39.37
Reassurance (contacts)	3,770						419									95	4,189	\$38.85
Information & Assistance	3,359						374									117	3,733	\$28.815
Transportation - OAA	13,988						1,555							2,331	4,663	17,875	\$3.00	
Evidence-based Programming					480		0	0								8 Classes	480	\$60.00
OAA HDM Assessments				4,875			0									195	4,875	\$25.00
OAA Meal Site Management		16,575	33,661	12,479			5,586							22,015	36,090	90,316	\$2.35	
Site Purchased Meals - Restaurant				1,950			0									347	1,950	\$5.62
Medicaid HDM - APD			(12,287)	(4,209)		(4,858)	(1,366)						60,513			5,150	38,593	\$7.76
CSBG CARES - Under 60 HDM								0								0	0	\$0.00
Transportation - Ride Con In District									21,120						1,280	2,560	22,400	\$8.25
Transportation - Ride Con Out-of-Dist										2,265					130	259	2,395	\$8.75
Transportation - Ride Con. Veh. Maint.							687				6,000				N/A	6,687	N/A	
Transport - non-med T19												5,728	12,887			1,095	18,615	\$17.00
TOTALS	25,909	16,575	21,374	15,085	480	(4,858)	7,788	0	21,120	2,265	6,000	5,728	73,400	2,075	25,756		219,506	

Source of OAA Match - Staff time & Units of Service in excess of contract
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 165,963

Federal Award Totals \$ 81,375

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	121.7	1 hour of service	50
Reassurance (OAA)	95	1 contact	50
Information and Assistance (OAA)	117	1 response to inquiry and follow up	60
Transportation (OAA)	4,663	1 one-way ride	225
Evidence-based Programming	8	1 class session	10
Transportation (Medicaid non-medical)	1,095	1 one-way ride	25
Transportation (Ride Connection)	2,819	1 one-way ride	225
Meal Site Management (OAA)	36,090	1 meal delivered/served	450
OAA HDM Assessment	195	1 Assessment Completed	180
Medicaid Home Delivered Meals	5,150	1 meal delivered/served	20
LIHEAP Applications	83	1 Completed Application	83

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**EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, CITY OF OREGON CITY-PIONEER COMMUNITY CENTER, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/1/21

Company Name: CITY OF OREGON CITY-PIONEER COMMUNITY CENTER

Signature: 

Name: Anthony Konkol City Manager

Title: City Manager

EXHIBIT 8
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

**PIONEER COMMUNITY CENTER
PROCEDURES FOR HANDLING COMPLAINTS**

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Supervisor. Any decision must be in accordance with Pioneer Community Center policies and procedures. City of Oregon City policies and procedures, City of Oregon City policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Supervisor, you may take your complaint to the Director of Community Services. Your complaint can be in writing or in person (see address and phone below).

Director of Community Services
City of Oregon City

625 Center Street
Oregon City, OR 97045
Phone: 503-657-0891

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Director of Community Services, the Director will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Director will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the City Manager. Within thirty (30) days of receipt of your letter the City Manager will meet with you and the Pioneer Community Center Supervisor to discuss the problem. The City Manager will send you a written decision within five (5) working days. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant policy review by the City Commission.

City Manager
City of Oregon City

625 Center Street
Oregon City, OR 97045
Phone: 503-657-0891

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Currently, no formal procedure

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

- a. Hours of Operation: Mon. - Fri. 9:00 a.m. to 4:00 p.m.
Total hours per day: 7 hrs Mon. - Friday
Total hours per week: 35 hrs

- b. Official Closures:

New Year's Day, January 1
Martin Luther King, Jr. Day, in January
President's Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, Fourth of July
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving, and day after (fourth Thursday in November)
Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

Oregon City and West Linn areas

Eastside of Willamette River:

Northern Boundary: Mouth of Clackamas River to Springwater Rd. to intersection with Ridge Road.

Western Boundary: Willamette River south to Leland Road

Southern Boundary: Leland Road to Steiner Road to Ridge Road

Eastern Boundary: Ridge Road to Springwater Road

Westside of Willamette River (West Linn Area):

Northern Boundary: Stafford Road and Lake Oswego City limits

Western Boundary: Tualatin River and West Linn City limits

Southern Boundary: West Linn City limits

Eastern Boundary: Willamette River

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Center Supervisor - 1 FTE (40 hrs.)	Client Services Coord. - 1 FTE (40 hrs.)
Program Coordinator - 0.9 FTE (36 hrs.)	Nutrition Coord. - .82 FTE (33 hrs.)
Meals on Wheels coord. - .77 FTE (34 hrs.)	Van Drivers - 133 FTE (60hrs.)
Senior Companions - 3 ea.	Friendly Visitors - 0 ea.

Telephone Reassurance - done by receptionists Mon-Fri and Fire Department on weekends & holidays

6. Describe methods for providing information about services.

The receptionists and hostesses have limited information, telephone numbers, and dates for distribution of commodities, etc., and are instructed to refer clients, when necessary, to the Client Services staff who are trained to give more intensive I&A.

Services offered are posted at the Center and in the newsletter. News releases in The Clackamas Review and The Oregonian are made periodically

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

The contracted services of assessment, case monitoring, information & assistance, and transportation are being provided by the client services coordinator. Transportation services are provided by one to two van drivers. For community awareness, see F. above. The workers use a generic intake form which is kept to track and document progress. A daily log of contacts is also kept which provides statistics for monthly and year-end reports

8. Briefly, describe methods for providing legal services.

Clients are referred to Oregon Legal Services if they are under 60 or are low income or have a case involving SS, AFS, FS, Veterans, etc., since most attorneys do not have expertise in these areas. For those 60 and over, local volunteer attorneys donate one afternoon a month on a rotating basis to provide free 1/2 hour appointments. If a client needs further help on that matter and are within 125% of poverty guidelines, they may have continued pro bono assistance but are responsible for out-of-pocket expenses. A person may have additional appointments if or when other matters arise.

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

July 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #1 with
Clackamas County Children’s Commission to provide Healthy Families services

Purpose/Outcome	Clackamas County Children’s Commission (CCCC) provides Healthy Family community-based services designed to increase the strength and stability of high risk families, prenatally through their child’s third birthday, and in some cases include a transition period. Services range from universal basic short-term services to long-term intensive home visitation for high risk families. Student Success Act allows CCCC to serve more families in their home-visiting program.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$91,823 for a maximum value of \$1,797,977.95. County General Funds are included in the original contract amount.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division No. 12573: <ul style="list-style-type: none"> • Oregon State General Fund (\$1,304,420) • Federal Title IV-B2 for Family Support Catalog of Federal Award (CFDA) #93.556 (\$169,960) • Medicaid from Oregon Health Authority (\$186,774.95) • Student Success Act Funds (\$91,823) County General Fund (\$45,000)
Duration	This amendment is effective February 1, 2021 for Student Success Act funds ending June 30, 2021. Other program funding continues to September 30, 2021.
Previous Board Action/Review	022020-A1
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 06/08/21, KR
Procurement Review	Was the item processed through Procurement? No. Federal Subrecipient Grant amendment
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9623

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Federal Subrecipient Agreement with Clackamas County Children’s Commission to provide Healthy Family Services. CCCC is the only certified provider of Healthy Family services in Clackamas County. Healthy Families Oregon (HFO) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America (HFA). HFO contributes to economic

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prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

This Federal Subrecipient Amendment #1 is effective upon signature by all parties for services starting on February 1, 2021 and terminating on June 30, 2021. Other program funding continues until September 30, 2021. This Agreement has a maximum value of \$1,797,977.95.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9623	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:		Contact: Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact: Chelsea Hamilton	<input checked="" type="checkbox"/> Amend # 1 \$ 91,823.00
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 8, 2021

CONTRACT WITH: Clackamas County Children's Commission

CONTRACT AMOUNT: \$1,797,977.95

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature _____ 6/30/2021	<input type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

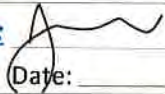
No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, June 8, 2021
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: June 8, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas County Children's Commission

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/1/2021

PURPOSE OF

CONTRACT/AGREEMENT: Clackamas County Children's Commission (CCCC) is the only certified provider of Healthy Families services in Clackamas County. The Healthy Families program promotes the development of healthy, thriving children, and strong, nurturing families, typically initiated prenatally and at the time of birth with high risk families, and following the Healthy Families program Model. CCCC will provide community-based services designed to increase the strength and stability of high risk families.

Clackamas County Children's Commission provides Healthy Family community-based home visitation services for high risk families to help prevent child abuse and neglect, promote healthy child development, and help prepare children for kindergarten. Student Success Act funding allows CCCC to serve more families.

H3S CONTRACT NUMBER: 9623

Federal Subrecipient Grant Amendment (FY 20-21)
H3S – Children, Family & Community Connections Division

<u>Local Recipient Agreement Number: 9623</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Subrecipient: Clackamas County Children's Commission</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Subrecipient Grant Amendment adds \$91,823 to the maximum compensation to provide funding from the Student Success Act to allow Clackamas County Children's Commission to hire additional staff and provide raise increases to current staff in order to serve more families in their Healthy Families home visiting program. The amendment also removes reporting requirements associated with equity reports due to COVID-19.

Maximum compensation is increased by \$91,823 for a revised maximum of \$1,797,977.95. The amendment becomes effective on the date it is signed for Student Success Act services February 1, 2021 through June 30, 2021.

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

AMEND:

1. **Grant Funds.** COUNTY's funding for this Agreement is as follows:
The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,706,154.95**.
 - State of Oregon, Department of Education, Early Learning Division Grant No. 12573:
 - Oregon State General Fund (**\$1,304,420**)
 - Federal Title IV-B2 for family Support CFDA #93.556 (**\$169,960, FAIN: 1936001958A3**)
 - Medicaid funding from Oregon Health Authority (**\$186,774.95**)
 - Clackamas County General Fund (**\$45,000**)

TO READ:

1. **Grant Funds.** COUNTY's funding for this Agreement is as follows:
The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,797,977.95**.
 - State of Oregon, Department of Education, Early Learning Division Grant No. 12573:
 - Oregon State General Fund (\$1,304,420)
 - Federal Title IV-B2 for family Support CFDA #93.556 (\$169,960, FAIN: 1936001958A3)
 - Medicaid funding from Oregon Health Authority (\$186,774.95)
 - ***Student Success Act (\$91,823)***
 - Clackamas County General Fund (\$45,000)

REPLACE:

Exhibit A-1 Subrecipient Scope of Work

WITH:

BACKGROUND AND GOALS

Healthy Families Oregon (HFO) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America (HFA). HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

HFO's aims to:

- Prevent the incidence of child abuse and neglect;
- Increase school readiness;
- Improve health outcomes for children and families;
- Build trusting, nurturing relationships with parents;
- Teach parents to identify strengths and utilize problem-solving skills; and
- Improve families' support systems through linkages and appropriate referrals to community services.

HFO services begin early, during pregnancy or shortly after the birth of a baby, and can last up to 3 years. Parents are voluntarily assessed by HFO Eligibility Screeners to determine eligibility for the program. Parents having factors that place their children at risk of abuse and neglect, and who live in Grantee's Service Delivery Area are invited to participate in the program. The families who volunteer to participate are connected with a trained, Grantee-provided Home Visitor. Eligible families who do not volunteer cannot be offered services due to full caseloads, and families who are not eligible will be offered referrals to community resources as needed. Families who participate receive weekly Home Visits that decrease in frequency as families increase protective factors and make progress toward providing a safe, healthy, and stable environment for their children.

Strong community partnerships are necessary to provide families with additional services such as child care, mental health counseling, substance abuse treatment, domestic violence intervention and access to basic needs such as food, housing and clothing.

DEFINITION OF TERMS

HFO Eligibility Screeners: Grantee staff who administer the New Baby Questionnaire ("NBQ") with pregnant mothers and parents soon after the birth of their baby.

Healthy Families America ("HFA"): The signature program of Prevent Child Abuse America, theoretically rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development. Interactions between direct service providers and families are relationship-based, designed to promote positive parent-child relationships and healthy attachment that is strength-based, family centered, culturally sensitive and reflective. HFA is the home visiting model by which all HFO sites are accredited.

Healthy Families Oregon ("HFO"): An accredited multi-site state system with HFA and Oregon's largest child abuse prevention program that empowers parents to be their child's best teacher from the very start.

Home Visit: A face-to-face interaction that occurs between the family and the Home Visitor. The goal of the Home Visit is to promote positive parent-child interaction, healthy childhood growth and development, and enhance family functioning.

Home Visitors: Grantee staff who provide parent education and support to parents, in the parents' homes. HFA calls these direct service staff, "Family Support Specialists."

Service Delivery Area: The defined geographic area described in Grantee's Grant application in which Grantee offered to provide HFO services.

PROJECT ACTIVITIES

COUNTY will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

1. EQUITY REQUIREMENT. In support of Oregon State, Early Division's equity policy, SUBRECIPIENT will ensure all Project activities consider equity by ensuring the following:

- SUBRECIPIENT'S entire organization works to build a climate that promotes acceptance, inclusion and respect of all individuals;
- SUBRECIPIENT'S staff understands the communities they serve, in a non-static manner, including the communities' cultures, values, norms, histories, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. SUBRECIPIENT must apply that knowledge to services they provide under this Grant in a responsive, non-limiting and non-stereotyping manner;
- Whenever possible, SUBRECIPIENT must interact with service users according to their preferred cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs and spiritual needs;
- SUBRECIPIENT'S staff engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users; and
- Grantee uses data concerning needs, demographics and risks of the community in the determination of which populations to target and prioritize for services.

2. PROGRAM STANDARDS.

- a. **Manuals.** SUBRECIPIENT shall implement the HFO program and provide services according to the HFA best practice standards (the "BPSs"), the HFO Program Policies and Procedures manual (the "PPPM,"), and minimum standards set forth in ORS 417.795 and OAR 414-525-0005 through 414-525-0015 (individually and collectively, the "Guidelines"). SUBRECIPIENT must meet the statewide performance and outcome indicators outlined in the Healthy Families PPPM and implement the HFO program in accordance with the PPPM and Healthy Families America BPSs. Any new subcontracted providers of Healthy Families Services (providers that have not previously provided such services) must make progress toward full compliance with ORS 417.795 as operationalized by the PPPM.
- b. **Background Checks.** SUBRECIPIENT conducts appropriate, legally permissible and mandated inquiries of state or provincial criminal history records on all prospective employees and volunteers who will have direct contact with children and/or access to data involving children, i.e., assessment staff, Home Visitors, supervisors and program managers.
- c. **Mandatory Reporting.** All HFO staff are mandatory reporters, and must report any suspected abuse or neglect of a minor, following their local policy and Oregon DHS direction:
http://www.oregon.gov/DHS/ABUSE/Pages/mandatory_report.aspx.

3. HFO SPECIFIC ACTIVITIES. SUBRECIPIENT must undertake the specific Project activities described below, but without limitation as to the activities described in the Guidelines. SUBRECIPIENT must undertake any activities required in the Guidelines to the same extent as those activities set forth below. SUBRECIPIENT is expected to be familiar with the requirements of the Guidelines and to fulfill those obligations, whether or not they are specifically set forth below. SUBRECIPIENT must:

- a. Assure each Home Visitor achieves at least 95% of the minimum number of expected level of caseload points.
- b. Collaborate with other Home Visit providers in the Service Delivery Area by:
 - (i) Identifying and building upon existing services for families in the Service Delivery Area and prioritizing additional services if needed (e.g., mental health, addiction, intimate partner violence, and early intervention). If necessary, and to the extent resources are available, Agency may provide technical assistance to promote improved collaboration. Grantee must document any referrals provided to a client in a Home Visit;

- (ii) Participating in local Early Learning HUB and other community efforts to implement supports and services towards the achievement of desired outcomes, working to maximize the effective use of available resources and to avoid duplication of services in the Service Delivery Area;
 - (iii) Participating in an independent statewide program evaluation by submitting evaluation form to the statewide evaluation team and entering data identified by ELD into the HFO data system;
 - (iv) Program Managers (supervisors and appropriate staff when resources allow) attending statewide trainings for Healthy Families Services at annual meeting;
 - (v) Program Managers (and supervisors when requested by ELD) attending all scheduled monthly HFO virtual meetings.
 - (vi) Developing a site specific procedure manual, based off of the HFO PPPM, to further specify local service delivery procedures.
- c. SUBRECIPIENT's HFO staff that perform Medicaid administrative activities will participate in the Medicaid Administrative Claiming program, which includes:
- (i) Attending training prior to completing any Random Time Study ("RTS") (see b below) in accordance with Oregon Health Authority (OHA) or coordinated through the Agency;
 - (ii) Each staff person completing the MAC training, each year.
 - (iii) Participating in required RTS during the four dates randomly selected as required by OHA each quarter. Agency will notify Grantee within 5 working days of when each RTS day will be. Typical activities that will be recorded include, but are not limited to:
 - A. Outreach activities to inform families about health services and benefits;
 - B. Referral, coordination, monitoring and training of Medicaid/OHP covered services;
 - C. Medicaid/OHP transportation and translation services;
 - D. Program planning, policy development/interagency coordination related to Medicaid/OHP services.
 - E. Counseling Medicaid/OHP eligible families that they are free to accept or reject Medicaid/OHP services and to receive such service from an enrolled provider of their choice unless otherwise restricted by OHA to an OHP provider.
- d. Utilizing the Activity Codes available through Agency's dropbox at <https://www.dropbox.com/sh/srhxpqu4qmewfd2/AACWJWANoxGorhkJchsylwRHa?dl=0> for identifying MAC activities performed and using the time study methodology to document the time spent on all activities performed during the randomly selected dates for each quarter period.
- e. Comply with all requirements of 42 CFR 434.6, as applicable.

4. FAMILY SUPPORT SPECIFIC SERVICE. Funds derived from federal Family Support Funds under Title IV-B(2), such moneys must be used by SUBRECIPIENT to provide HFO services, as described in this Grant, to eligible families in the Service Delivery Area, as follows:

- a. To provide community-based services that promote the well-being of children and families and are designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development; and
- b. That are (1) family-focused and targeted to the family and not only the child or other individual family member(s); (2) focused on at-risk families so that the services will have an impact on the population

that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies); and

- c. That are NOT used for family preservation or family reunification services, as these are services provided by DHS.
- d. That comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds pursuant to 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency will require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

5. EQUITY ACTIVITIES. SUBRECIPIENT must use the equity goals in its Program Goal Plan to create an equity work plan outlining the equity domains to be addressed and demonstrating how the demographic analysis from the previous grant period informs the equity of the Project activities under this Agreement. In addition, Grantee must:

- a. Ensure that all staff providing services to historically underserved populations complete equity training approved by COUNTY and submit training certificates or other documentation to Agency evidencing that the training was completed.
- ~~b. Complete a demographic analysis comparing population demographics of the Service Delivery Area with the actual population served over the Grant period using the information provided by COUNTY and submit to COUNTY an annual written demographic analysis of the Service Delivery Area.~~
- ~~c. Using the information collected from the SUBRECIPIENT previously completed equity self assessment and demographic analysis, SUBRECIPIENT must identify any gaps in services currently available within the SUBRECIPIENT'S Service Delivery Area and submit a written work plan to COUNTY addressing the gaps and the actions that SUBRECIPIENT proposes to take in order to fill any gaps in the services described in this Grant.~~

ADD

Exhibit B: Program Budget Student Success Act Funding

EXHIBIT B: PROGRAM BUDGET - Student Success Act		
Organization:	Clackamas County Children's Commission	
Funded Program Name:	Healthy Families - Student Success Act	
Program Contact:	Christina Aguirre	<u>H3S: 9623 A1</u>
Agreement Term:	February 1, 2021-June 30, 2021	
Approved Award Budget Categories	Approved ODE Early Learning Division SSA Funds	Total Approved Budget
Personnel (List salary, FTE & Fringe costs for each position)		
Home Visitors Staff 1.75 FTE	\$ 72,587.00	\$ 72,587.00
Total Personnel Services	\$ 72,587.00	\$ 72,587.00
Administration		
Administrative Overhead (SSA)	\$ 8,460.00	\$ 8,460.00
Total Administration	\$ 8,460.00	\$ 8,460.00
Supplies		
Office space, supplies, maintenance, insurance	\$ 10,776.00	\$ 10,776.00
Total Programmatic Costs	\$ 10,776.00	\$ 10,776.00
Total Budget	\$ 91,823.00	\$ 91,823.00

ADD:

Exhibit D: Financial Reporting and Reimbursement Request

Exhibit D: Clackamas County Children's Commission - Student Success Act				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due)</i>. 				
Contractor: Clackamas County Children's Commission				
Address: 16518 SE River Road			Report Period:	
Milwaukie, OR 97267				
Contact Person: Christina Aquirre			Healthy Families SSA Amend 1	
Phone Number:			H3S: 9623	
E-mail: christinaw@cccchs.org				
Contract Period: February 1, 2021-June 30, 2021				
Budget Category	Approved ODE Early Learning Division SSA Funds	Current Draw Request	Previously Requested	Balance
Personnel				
Home Visitors Staff 1.75 FTE	\$ 72,587.00	\$ -	\$ -	\$ 72,587.00
Total Personnel	\$ 72,587.00	\$ -	\$ -	\$ 72,587.00
Administration				
Administrative Overhead (SSA)	\$ 8,460.00	\$ -	\$ -	\$ 8,460.00
Total Administration	\$ 8,460.00	\$ -	\$ -	\$ 8,460.00
Program				
Office space, supplies, maintenance, insurance	\$ 10,776.00	\$ -	\$ -	\$ 10,776.00
Total Program	\$ 10,776.00			\$10,776.00
Total Grant Funds Requested	\$ 91,823.00	\$ -	\$ -	\$ 91,823.00
<p><i>By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.</i></p> <p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of</i></p>				

July 8, 2021

Board of County Commissioners
Clackamas County

Dear Board Members:

Renewal of Contract with Community and Shelter Assistance (CASA) of Oregon

Purpose/Outcomes	Approval of a renewal to a contract with CASA that extends the length of the contract and changes the total compensation for the contract period.
Dollar Amount and Fiscal Impact	\$45,000 in matching funds for client savings accounts.
Funding Source	Community and Shelter Assistance (CASA) of Oregon. No match requirements. County General Funds are not involved.
Duration	April 1, 2021 to March 31, 2022
Previous Board Action	The original agreement was approved by H3S Director on June 20, 2019.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The contract was reviewed and approved by Counsel on May 26, 2021. KR.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Revenue agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S#10196

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval to renew the agreement with CASA of Oregon to continue providing its Individual Development Account program to Housing Authority of Clackamas County and housing program participants.

In partnership with the Housing Authority of Clackamas County, the Social Services Division provides low-income individuals and families with access to Individual Development Accounts to support their efforts to build assets. Clients with IDAs save money each month and receive matching funds deposited into their savings accounts. Clients can use the accumulated funds to purchase a home or a vehicle or pay for post-secondary education at the end of their savings agreement period. This is a successful, ongoing program that has helped low-income Clackamas County residents build financial stability.

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www.clackamas.us

The grant award is for \$45,000 of client matching funds. This is an ongoing, renewable annually grant opportunity. There is no match requirement. The reference to match refers to the funds SSD will receive that will be used to match deposits that clients make into their savings accounts (\$5,850).

RECOMMENDATION:

Staff recommends the approval of the agreement, and that and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the County

Respectfully submitted,

A handwritten signature in black ink that reads "May Poubanga for Rodney A. Cook". The signature is written in a cursive, flowing style.

Rodney A. Cook, Interim Director
Health, Housing and Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10196

Division: SS

Subrecipient

Board Order #:

Contact: Diridoni, Jessica

Revenue

Amend # \$

Program Contact:

Procurement Verified

Christopherson, Teresa

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date:

CONTRACT WITH: CASA of Oregon

CONTRACT AMOUNT: \$11,700.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year

4 or 5 Year

Upon Signature

Biennium

Other

Retroactive Request?

04/01/2021 - 03/22/2022

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Business Automobile Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Professional Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No

Yes (must have CC approval-next box)

N/A

(Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why:

COUNTY COUNSEL

Yes by: Kathleen Rastetter

Date Approved: Wednesday, May 26, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Brenda Durbin

Digitally signed by Brenda Durbin
Date: 2021.06.09 17:46:27 -0700

Date: _____

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
 Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: CASA of Oregon _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: Agreement establishes the Valley Individual Development Account (VIDA) Collaborative program structure, working guidelines of the Collaborative with which CCSS agrees to comply, and sets forth the working relationship of the partner (CCSSD) and the Administrator (CASA).

Renew agreement through March 2022. Reduction in total match from \$7,800 to \$5,850.

H3S CONTRACT NUMBER: 10196

CASA of Oregon
Agreement for Services

This agreement for services (“Agreement”) dated April 1st, 2021 defines the responsibilities of CASA of Oregon (“Administrator”) and CLACKAMAS COUNTY SOCIAL SERVICES DIVISION (“Partner”). This agreement establishes the VIDA collaborative program structure, working guidelines of the program with which Partner agrees to comply, and sets forth the working relationship of the Partner and the Administrator.

This agreement replaces any prior VIDA agreements between Administrator and Partner, including but not limited to agreement(s) signed in previous years.

The purpose of the VIDA collaborative is to establish an efficient structure for community-based organizations and housing authorities to provide eligible individuals access to Individual Development Accounts (IDAs).

Article I. Definitions

Section 1.01 IDA: Individual Development Account, a matched savings account used for asset building goals including: homeownership, home repair, business ownership, employment-related equipment or assistive technology, securing a rental, vehicle, retirement and post-secondary education.

Section 1.02 VIDA Collaborative: The network of partners who are participating in the program, under this agreement.

Section 1.03 Administrator: CASA of Oregon.

Section 1.04 Partner: An organization that has been accepted into the VIDA collaborative.

Section 1.05 Applicant: Individual who is in the process of enrolling in VIDA, but whose application has yet to be approved.

Section 1.06 Participant: Individual who has been approved to participate in VIDA and has begun saving in their IDA.

Section 1.07 Personal Development Plan: A written plan developed jointly by the Partner and the participant that is designed to provide the participant with the appropriate tools, resources, and planning necessary to support the participant’s goal(s).

Section 1.08 Oregon IDA match funds: Funds reserved to participants and paid towards asset purchases. Oregon IDA match funds are funded through tax credits fundraised by Neighborhood Partnerships on behalf of the State of Oregon.

Article II. General

Section 2.01 Partner has been accepted as a partner of the VIDA collaborative and agrees to accept the duties, responsibilities, and other activities referenced in Section 5.02 and Section 8.01.

Section 2.02 Partner agrees to collaborate with other partners for the benefit and success of program participants by sharing resources and information including but not limited to the delivery of required asset training and financial education.

Section 2.03 Partner agrees to evaluate their programming to identify how they might better serve communities of color with the VIDA program funds. This may come in the forms of using bilingual materials, doing outreach to culturally specific community

groups, etc. Administrator will be available to help identify ways to increase minority representation and to provide materials in Spanish or Russian, as needed. Partner also agrees to make an effort to include participants from underserved regions of Oregon and underserved communities based on targeted goals of the Oregon IDA Initiative and in accordance with the Request for Funds (RFF) submitted by the Partner.

Section 2.04 Administrator, as a representative of VIDA, has entered or will enter into various agreements with private foundations and public entities (Funding Organizations) including but not limited to the government of the United States of America. Partner via this agreement, obligates itself to the terms, regulations and conditions of the US Department of Health and Human Services, Oregon IDA Tax Credit Program and private foundations as they pertain to offering IDAs. The following documents are incorporated by reference into this agreement and are available upon Partner's request: Agreements with funding organization, Assets for Independence Act regulations, Oregon IDA Initiative program statutes and administrative rules, savings plan agreement, Oregon IDA financial education standards, VIDA collaborative partnership criteria, participant handbook, and the partner handbook.

Section 2.05 By signing this agreement, Administrator and Partner agree to maintain their programs in accordance with VIDA policies and procedures as set forth in this agreement and incorporated through the partner handbook, communications from the Administrator, savings plan agreement, and participant handbook. The responsibilities of each party to this agreement may be revised from time to time by the Administrator as provided herein, to ensure the success of the program.

Article III. Terms of Agreement

Section 3.01 The term of this agreement shall begin on April 1st, 2021 and shall end on March 31st, 2022. The agreement shall be subject to renewal at the beginning of each program year. At that time, the Administrator may reaffirm Partner's participation in VIDA, based on a written Request for Funding (RFF), performance as a partner (including quality of materials submitted and participation in training and technical assistance requests) and/or an annual performance review as described in Article 6 of this Agreement.

Section 3.02 If Partner chooses to end the partnership, Partner shall follow the procedure set forth in Section 9.02. Thereafter, regardless of when an agency may join VIDA, all Partners shall review their participation and commitment to VIDA at the beginning of the program year.

Article IV. VIDA Structure

Section 4.01 Administrator. CASA of Oregon is the administrator of VIDA and is responsible for daily operation decisions, including but not limited to procedures, data methods, program coordination, fundraising, and management. The duties of the Administrator are contained in Section 5.01 below.

Section 4.02 Partner organizations. Partners are organizations or qualified entities that have signed this agreement for services and are committed to providing access to IDAs for eligible participants. Partners provide services to the participants including

financial education, asset-specific education, information and resources, referrals and case management, in order to assist them in achieving their savings and program-related goals. Partner duties are contained in Section 5.02 of this Agreement.

Article V. Program Operations

This section identifies the responsibilities of the Administrator and Partner.

Section 5.01 The Administrator will perform the following activities:

- (a) Lead in fundraising and advocacy efforts;
- (b) Make daily operation decisions, including but not limited to procedures, data methods, program coordination, fundraising, and program management;
- (c) Provide statements to participants by request, or provide access to Esaver, both of which show the participants' savings and accumulated matching funds, and provide copies of savings reminders mailed from Administrator to participant (if applicable and in accordance with program rules);
- (d) Respond in a timely fashion to all Partner inquiries;
- (e) Approve all new eligible participant applications;
- (f) Process approved participant withdrawals, both matched and emergency by ensuring that the participant has met all program requirements;
- (g) Manage and distribute match funds;
- (h) Act as liaison between Neighborhood Partnerships, Oregon Housing and Community Services, and other applicable funders;
- (i) Run management information systems for IDAs which produce participant statements and tracks participant progress;
- (j) Monitor collaborative and Partner performance;
- (k) Ensure that financial education delivered by Partner, or on behalf of Partner, complies with the Oregon IDA Initiative financial education standards and grant requirements;
- (l) Assist Partner to develop materials for marketing and recruitment;
- (m) Develop and distribute VIDA procedural forms and handbooks;
- (n) Provide training for Partner in all relevant areas;
- (o) Provide training for financial institutions;
- (p) Develop and maintain relationships with financial institutions and act as custodian on all VIDA bank accounts, as needed;
- (q) Coordinate collaborative communication, meetings, and information sharing
- (r) Evaluate new partner organizations for inclusion in the collaborative
- (s) Assist Partner (as resources allow) with meeting individual benchmarks and program criteria upon request;
- (t) Assist agencies in acquiring financial education materials, and asset-specific materials that are culturally appropriate, upon request;
- (u) Provide technical assistance to Partner personnel, so that Partner is able to deliver IDA services that meet VIDA standards.
- (v) Review the effectiveness of collaborative Partners annually for continued program partnership.

Section 5.02 The Partner will perform the following activities:

- (a) Remain an eligible entity that is not at risk of discontinuing services during the next three years;
- (b) Notify Administrator within 15 days of any IDA Specialist or Executive Director staff changes;
- (c) Conduct outreach to potential VIDA Participants in accordance with the intentions stated in the RFF ;
- (d) Screen and propose applicants for enrollment using current VIDA forms and procedures;
- (e) Provide or make accessible one-on-one support, case management services, financial education and asset-specific education (e.g. homeownership, small business development training, post-secondary education access and planning, and career development) to participants so that they are able to complete the IDA program successfully;
- (f) Conduct periodic check-ins with participants, no less than quarterly;
- (g) Support participants in completing their personal development plan and review it before submitting to the Administrator to ensure it adheres to program guidelines;
- (h) Have financial education and asset-specific education accessible, either directly through Partner, online, or through a referral to another agency, in a culturally appropriate manner and at no cost to the participant;
- (i) Respond to the RFF annually and strive to meet the performance goals as established in the most recent RFF. These performance goals shall reflect future funding and partnership decisions;
- (j) Participate in VIDA activities including attending VIDA meetings and webinars and ensuring that all IDA staff have been trained by the VIDA administrator;
- (k) Respond to all program-related inquiries in a timely manner;
- (l) Assist Administrator with fundraising and advocacy;
- (m) Review Outcome Tracker reports monthly and respond timely to issues and questions. Follow-up with participants who are not following the deposit schedule set forth in the savings plan agreement;
- (n) Provide post-program follow-ups, in order to assist in determining ongoing program success rate;
- (o) Submit all participant-related information containing sensitive or personal data through a secure server connection with high-grade encryption whenever possible;
- (p) Maintain participant records for at least seven years after participant exits the program (in either paper or electronic format);
- (q) Contact the Administrator regarding any concerns or issues with a partner financial institution for the Administrator to investigate and resolve;
- (r) Make files, memorandums of understanding and staff available for file review purposes, as needed. Partner reviews are detailed in Article 6 below;
- (s) Provide the Administrator receipts from participant purchases in a timely fashion up to and including final purchases.

- (t) Allocate all funds awarded through this annual contract by the deadline contained therein.

Article VI. Partner Review

Section 6.01 The Administrator may perform informal Partner reviews, biennially. The purpose of the review is to provide support and to build positive relationships with Partner staff. Additionally, items listed in Section 5.02 may be reviewed. Partner will make every effort to schedule Partner review in a timely manner with Administrator. These reviews will take place remotely and in person, as needed.

Section 6.02 Occasionally, Administrator may need to review Partner on an as needed basis, if there are issues related to performance, as indicated in Section 5.02. This formal type of review may be scheduled outside of the standard biennial review process and may be both remote and in person.

Section 6.03 The Administrator will provide results from any formal Partner review to Partner within 45 days of review. Results may include areas of improvement and will highlight areas of success and accomplishments. In the event that Partner is unable to meet program goals and benchmarks as stated on the partner RFF, is not in compliance with section 5.02, or has demonstrated that the Partner may no longer fit in the collaborative, the following may occur:

- (a) Written notice will be sent by the Administrator to Partner, documenting areas for improvement; this notice will trigger Partner to enter into a probationary period;
- (b) A meeting will take place between the Administrator and the Partner to review areas for improvement and to create an action plan;
- (c) If progress is not made quarterly and the outlined benchmarks are not reasonably achieved within one year of probation, this agreement will not be renewed, at the discretion of the Administrator and active participants will be transferred in accordance to Section 9.04.

Article VII. Reservation of Matching Funds

Section 7.01 At the beginning of each agreement year, the Administrator will reserve funds from the most recent Oregon IDA award to be used exclusively by Partner throughout the agreement year period. Funds may be distributed to participants at the discretion of Partner, until they run out or by January 31, 2022, at which point any remaining matching dollars will be reassigned. Partner may be able to access additional matching dollars prior to the end of the program year, should there be any available.

Section 7.02 Should a participant leave the program during this program year who was assigned to the current funding year, prior to using matching funds, Partner will be required to reallocate funds to a new applicant.

Section 7.03 Partner will be awarded \$45,000.00 in matching funds to be distributed in accordance with this agreement. These funds will reside with Administrator to be used exclusively for Partner during the term of this contract.

Section 7.04 Partner may choose to allocate any or all of these funds to support existing savers, new enrollments, or any combination of the two. Supporting existing savers with additional match would be called a Savings Plan Agreement Amendment.

Article VIII. Compensation

Section 8.01 Partner shall be paid an amount as calculated in accordance with and at times as set forth in Section 8.03. Partner's payment is for the costs associated with the following IDA-related activities:

- (a) Case Management / Counseling that includes:
 - i) Participant enrollment;
 - ii) Participant counseling related to financial planning and preparation (i.e. credit repair, working on debt-to-income ratio, developing budgets, financial goal setting);
 - iii) Participant counseling related to asset goal (i.e. business plan development, business advising, mortgage loan preparation, enrolling in a post-secondary education institution, etc.);
- (b) Instruction of financial education sessions;
- (c) Instruction of asset specific training (homeownership, small business training, etc.);
- (d) Expenses related to training for IDA activities;
- (e) Keeping track of participant progress as related to their savings plan agreement.

Section 8.02 The Partner understands that IDA-required services are to be offered at no cost to the participant. If the Partner refers participants to a third party to deliver any aspect of IDA-related support or services, specifically Section 8.01 (b) and Section 8.01 (c) listed above, the Partner shall pay for any fees incurred, such as class registration fees or materials, on behalf of the participant.

Section 8.03 Partner will be compensated 13% of match awarded to them in accordance with this agreement for all new enrollments. Funds are separate from the awarded match and will be dispersed according to the following:

- (a) 50% of the payment will be issued at the end of the month following receipt of this signed agreement, referred to as Contract Payment #1;
- (b) 50% of the payment will be issued upon completion of this agreement, referred to as Contract Payment #2;
- (c) Final payment will be based on actual match allocated, taking into consideration any losses or gains of unassigned current year funds as of the end of the agreement year.
- (d) Payment will be made via ACH or check, in accordance with Partner's instructions.

Section 8.04 Should a participant request a transfer to another partner; the receiving partner must have available matching funds to receive the participant, if they enrolled in the current contract year. Transfers of participants from any other funding year will move the match to follow the participant. No additional compensation will occur for these types of transfers.

Section 8.05 Match allocated for the purpose of a Savings Plan Agreement Amendment will not incur a member payment, if it supports savers enrolled in previous years.

Article IX. Termination of the Agreement

Section 9.01 This agreement may be terminated voluntarily, or for cause, by either party.

Section 9.02 Voluntary termination of the agreement by Partner may be made following ninety days written notice to the Administrator and by taking the following action, after official notice is accepted from Administrator, and under direction from the Administrator:

- (a) Notify all of its active and inactive participants that it is withdrawing from the VIDA collaborative;
- (b) Work with the Administrator to transfer the active accounts to other partners in the geographic location who have the capacity to provide service to the participants;
- (c) Promptly (no later than fifteen days prior to the date of separation) provide any reporting the Administrator requires so the Administrator can transfer accounts and report to funders.
- (d) Partner will not receive any final payments as referenced in Section 8.03 (a) and (b), should a new agreement been in effect.

Section 9.03 Termination for cause may be made by Administrator. Partner shall receive notice stating reason for termination of agreement sixty days prior to termination, with opportunity to cure within that sixty day period. Regardless of the reason for agreement termination, if Partner has open accounts, the following will occur:

- (a) If Partner has inactive participant accounts (savers who have not been in contact for more than 6 months, are not making deposits and are not spending money, or those whose account is more than 12 months from the Savings End Date) notices will be sent to the participants requesting that the accounts be closed. Refer to the partner handbook for early exit procedures of inactive accounts;
- (b) Participants whose accounts are active and in good standing will be sent a letter by the Administrator informing them that their accounts will be transferred within thirty days to another partner. Those accounts will remain open as any other open account and no penalty will apply to the participant.
- (c) Partner would surrender all remaining payments from Section 8.03 (a) and (b), should a new agreement been in effect.

Section 9.04 In the event the Administrator wishes to terminate its role as Administrator of the collaborative, it will:

- (a) Assist the VIDA collaborative with evaluation of strategies for completing the project, including consideration of identifying another administrator and seeking funder approval to transfer remaining funds (after payment of all costs incurred by the Administrator) to the new administrator;

- (b) Provide copies of the Administrator's communications with funders regarding termination of this agreement;
- (c) Provide final financial and program summaries to the new administrator and make available to the new administrator any information collected or generated by administrator staff, in accordance with grant guidelines.

Article X. Modification

This agreement may be modified in writing with the approval of both parties.

Article XI. Indemnification

Each party acknowledges responsibility for liability arising out of its performance of this agreement and shall defend and hold the other party harmless from and indemnify the other party for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this agreement.

Article XII. Communications

When a Partner communicates about the program, both internally and externally, the program is referred to as a partnership with CASA of Oregon. In external communications about the program, all reference to the program must be reviewed by Administrator prior to external release.

Article XIII. Competition

Partner agrees to notify the Administrator, in writing, if they intend to apply for competing funds through the Oregon IDA Initiative. Notification must be received within sixty days of application.

Article XIV. Notification

Notification to the Administrator may be made by regular mail or email to:

Peter Hainley
Executive Director, CASA of Oregon
20508 SW Roy Rogers Road, Suite 155, Sherwood, OR 97140
phainley@casaoforegon.org

Notification to Partner may be made by regular mail or email to:

Brenda Durbin
Executive Director, Clackamas County Social Services Division
2051 Kaen Road, Oregon City, OR 97045
brendadur@clackamas.us

Article XV. Approved Asset Goals

VIDA partners may only offer IDAs for approved asset goals. The Partner requests to offer asset goals through the RFF process in which the Partner demonstrates that it has the capacity and expertise to offer high-quality participant support related to each asset

CASA of Oregon
Agreement for Services

goal, or a reasonable plan in place to do so. Marketing and/or making available IDAs for asset goals not selected below will result in the Partner being placed on probation, and may result in the termination of partnership unless prior approval is obtained. Partner is approved to offer IDAs for the following asset goals and asset modifications:

Asset Class	Approval
First Time Home Ownership	X
Home Repair	
Employment Related Equipment/Assistive Technology/Job Training	
Small Business Start Up or Expansion	
Post-Secondary Education	X
Rental	
Retirement	
Vehicle	X
Manufactured Home Replacement (Home Ownership)	
Debt Repayment (student loans and medical debt only)	

By signing this agreement, Partner and Administrator agrees to these terms.

CLACKAMAS COUNTY
 Commissioner: Tootie Smith, Chair
 Commissioner: Sonya Fischer
 Commissioner: Mark Shull
 Commissioner: Paul Savas
 Commissioner: Martha Schrader

For: CASA of Oregon

Signing on Behalf of the Board:

By: Peter Hainley

By:

Title: Executive Director

Title:

April 1, 2021

Date:

Signatures: *Peter Hainley*

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund:

H35 - Social Services

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

2021 VIDA Request for Qualifications

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Kristina Babcock

Requestor Contact Information:

kbabcock@clackamas.us

Department Fiscal Representative:

Jennifer Snook

Program Name or Number (please specify):

IDA Program

Brief Description of Project:

In partnership with the Housing Authority of Clackamas County, the Social Services Division provides low-income individuals and families with access to Individual Development Accounts to support their efforts to build assets. Clients with IDAs save money each month and receive matching funds deposited into their savings accounts. Clients can use the accumulated funds to purchase a home or a vehicle or pay for post-secondary education at the end of their savings agreement period.

Name of Funding Agency:

CASA of Oregon

Agency's Web Address for funding agency Guidelines and Contact Information:

www.casaoforegon.org/content/family-economic-opportunity

OR

Application Packet Attached: Yes No

Completed By:

Kristina Babcock

05/26/21

Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

N/A

Funding Agency Award Notification Date:

Announcement Date:

Jan. 2021

Announcement/Opportunity #:

RFF 2021-22

Grant Category/Title:

CASA of Oregon VIDA Program

Max Award Value:

\$45,000 in matching funds for client savings

Allows Indirect/Rate:

N/A

Match Requirement:

0.00%

Application Deadline:

Other Deadlines:

Award Start Date:

04/01/21

Other Deadline Description:

Award End Date:

03/31/22

Completed By:

Kristina Babcock

Program Income Requirement:

low-income

Pre-Application Meeting Schedule:

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Teresa Christopherson

6/8/21

Teresa D.
Christopherson

Digitally signed by Teresa D.
Christopherson
Date: 2021.06.08 10:19:38 -0700

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** MEMORANDUM CERTIFICATION REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	June 8, 2021	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.06.08 17:07:41 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	June 9, 2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.06.09 08:12:12 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	6.9.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.09 11:26:20 -07'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

July 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Grant Agreement with US Department of Treasury
For Emergency Rental Assistance Funds (ERA 2)

Purpose/Outcomes	Approval of grant agreement with US Dept. of Treasury to provide rent assistance to eligible households impacted by the COVID-19 crisis.
Dollar Amount and Fiscal Impact	The county is eligible for \$9,908,500 of funds which will be distributed in two payments.
Funding Source	US Department of Treasury under the authority of Section 3201 (a) of the American Rescue Act of 2021
Duration	Grant effective from signature of both parties to September 30, 2025
Previous Board Action	None
Counsel Review	The agreement was approved by Counsel on May 26, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a revenue agreement.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. Ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin – Social Services Division - 503 655-8641
Contract No.	ERA2-1132

The American Rescue Plan Act provides a total of \$21.5.5 billion in Emergency Rent Assistance (ERA 2) funds to help eligible state, local, territorial, and Tribal governments to provide rental assistance and housing stabilization services to households impacted by the COVID epidemic. The County is eligible to receive \$9,908.500, which is to be distributed in two payments.

Healthy Families. Strong Communities.

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

www.clackamas.us

In order to receive the funds, local governments had to apply and the portal for applications opened on May 4, 2021. Finance staff applied for the funds on the County's behalf on May 10, 2021. The application also formulated the agreement, which was executed by the County Administrator on the same day, with Board notification.

The first disbursement was received May 13, 2021 in the amount of \$3,963,400. The funds will allow for the expansion and extension of current rental assistance programs.

RECOMMENDATION:

Staff recommends the Board approve the process described above, and that Tootie Smith, Board Chair, or her designee, be authorized to sign the Agreement on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "May R. Rebaugh for Rodney A. Cook". The signature is written in black ink and is positioned above the typed name of the signatory.

Rodney A. Cook, Interim Director
Health, Housing, and Human Services Department

Financial Assistance Applicant Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Health, Housing and Human Services
Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: U.S. Department of Treasury Emergency Rental Assistance (ERA 2)

Funding Source: Federal State Local
Requestor Information (Name of staff person initiating form): Brenda Durbin, Director of Social Services Division

Requestor Contact Information: Brenda Durbin

Department Fiscal Representative: Bruce Aronson

Program Name or Number (please specify): 2021 U.S. Department of Treasury Emergency Rental Assistance Program

Brief Description of Project:
 The American Rescue Plan's Emergency Rental Assistance (ERA 2) program makes available \$21.5 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. Clackamas County's direct allocation is \$9,908,500

Name of Funding Agency: US Department of Treasury

Agency's Web Address for funding agency Guidelines and Contact Information:
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>

OR

Application Packet Attached: Yes No

Completed By: Teresa Christopherson 06/01/2021
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application <input type="checkbox"/>	Non-Competing Application <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
CFDA(s), if applicable: <u>21.023</u>	Funding Agency Award Notification Date: <u>05/4/21</u>	
Announcement Date: <u>5/4/21</u>	Announcement/Opportunity #:	
Grant Category/Title:	Max Award Value: <u>\$9,908,500</u>	
Allows Indirect/Rate: <u>No</u>	Match Requirement: <u>No</u>	
Application Deadline: <u>05/07/2021</u>	Other Deadlines: <u>Must apply by 05/07/21</u>	
Award Start Date: <u>5/13/21</u>	Other Deadline Description:	
Award End Date: <u>9/30/25</u>	Program Income Requirement:	
Completed By: <u>Teresa Christopherson</u>		
Pre-Application Meeting Schedule:		

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Social Services Division operates a rental assistance program to assist low income persons, homeless persons and persons impacted by the COVID Coronavirus public health pandemic.

2. What, if any, are the community partners who might be better suited to perform this work?

Social Services will work with Procurement to determine if current contracts can be used to distribute these funds. Depending on the answer from Procurement, and partner capacity, an additional NOFO may be required.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Rent assistance to keep people housed during this pandemic

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, Social Services Division has an existing rental assistance program

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Social Services Division may need to increase staff capacity, depending on the amount of funds that will be distributed via county staff. The grant allows 15% for program administration and housing stabilization, which should be enough to cover the county's costs.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Partnerships are not required but, SSD intends to use community partners to assist in distributing these emergency rental assistance funds.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is one-time funding for emergency rental assistance

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

These funds would expand a current program. The program will end once the funding is fully expended.

Collaboration

1. List County departments that will collaborate on this award, if any.

PGA will assist with public information

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Further guidance will be issued soon

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Further guidance will be issued soon. We are using existing databases to track data.

3. What are the fiscal reporting requirements for this funding?

Further guidance will be issued soon.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

This funding will be essential to preserving stable housing for families and individuals impacted by COVID.

2. Are other revenue sources required? Have they already been secured?

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Indirect costs that are not part of a federally approved rate are not allowed under this grant. Other funds will be used to cover those costs.

Program Approval:

Teresa Christopherson

6/8/21

Teresa D. Christopherson

Digitally signed by Teresa D Christopherson
Date: 2021.06.08 10:51:21 -0700

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY VERIFICATIONS REQUIRED BY THE FUNDING AGENCY COUNTY GRANT OR AWARD WILL USE****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	June 8, 2021	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.06.08 11:01:17 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	June 8, 2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.06.08 11:39:52 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	6.9.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.09 09:45:18 -07'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Daniel Nibouar	6/10/2021	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2021.06.10 09:09:22 -07'00'</small>
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

July 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Revenue Contract with
CareOregon, Inc. for Behavioral Health Services

Purpose/Outcomes	This contract provides the funding for certain behavioral health services.
Dollar Amount and Fiscal Impact	Amendment adds \$1,908,454.00, increasing the maximum contract value to \$3,750,012.00. The funds provided through this Amendment support mental health services through the end of the calendar year.
Funding Source	No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) provided through CareOregon.
Duration	Effective July 1, 2021 and terminates December 31, 2021
Previous Board Action/Review	Board reviewed and approved 2021 revenue contract January 14, 2021, Board Agenda Item 011421-A1.
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health services.
Counsel Review	Reviewed and approved June 10, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Procurement review is not required for revenue contracts or amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9975

BACKGROUND:

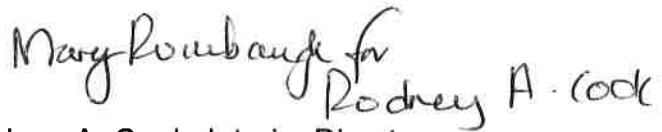
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a revenue contract with CareOregon, Inc. for the funding for certain behavioral health services. This Contract provides the funds for Intensive Care Coordination for adults and children, Substance Use Disorder Care Coordination, Wraparound Services, Choice Services, and administrative support. The Amendment provides additional funding and adds new language regarding Intensive Care Coordination Services.

This Amendment, effective July 1, 2021 and continues through December 31, 2021, was reviewed and approved by County Counsel June 10th 2021. Amendment #01 adds \$1,908,454.00, increasing the maximum compensation available to \$3,750,012.00.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Kumbauge for Rodney A. Cook". The signature is written in a cursive style.

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9975	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Rumbaugh, Mary	<input checked="" type="checkbox"/> Amend # 1 \$ \$1,908,454.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda Date: _____

CONTRACT WITH: CareOregon, Inc.

CONTRACT AMOUNT: \$3,750,012.00

TYPE OF CONTRACT

- | | |
|---|---|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input checked="" type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|---|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ | <input type="checkbox"/> 4 or 5 Year _____ |
| <input type="checkbox"/> Upon Signature _____ | <input type="checkbox"/> Biennium _____ |
| <input checked="" type="checkbox"/> Other 7/1/2021 - 12/31/2021 | <input type="checkbox"/> Retroactive Request? _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Thursday, June 10, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

CAREOREGON

FIRST AMENDMENT TO BEHAVIORAL HEALTH SERVICES DELEGATION AGREEMENT

This First Amendment to the Behavioral Health Services Delegation Agreement (“Amendment”) is between CareOregon Inc., an Oregon nonprofit corporation (“CareOregon”), and Clackamas County (“Provider”).

RECITALS

- A. The parties entered into the following Agreement: Behavioral Health Services Delegation Agreement effective January 1, 2021 (“Agreement”).
- B. The parties desire to amend the Agreement.

AMENDMENT

- A. **Amendment(s).** Effective July 1, 2021, the Agreement is amended as follows. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
 1. Exhibit B, Delegation of Care Coordination and Intensive Care Coordination (ICC) for Specific Populations, Subsection A:

f. Provider shall, for each Contract Year, assist CareOregon with its obligations under the CCO Contract and OAR 410-141-3860(19) to submit care coordination reports to OHA. Provider shall collect and submit to CareOregon the information needed for the care coordination reports in advance of OHA’s reporting deadlines. CareOregon shall give Provider reasonable notice of the specific information that will be needed from Provider for the reports in advance of the OHA reporting deadlines. In order to identify the information required for the reports, Provider shall consult OAR 410-141-3860(19) and the Care Coordination Report template posted on the Oregon Health Authority CCO Contract Forms website, <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>
 2. Exhibit E, Delegated Services Rate Agreement, Subsection A.1.b:
 - b. The maximum, not-to-exceed compensation payable to Provider under this Agreement for the time period of July 1, 2021 to December 31, 2021, **which includes any allowable expenses, is \$1,908,454.** ~~will be detailed in an amendment of this Agreement to be mutually agreed upon by the parties.~~

B. **Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.

C. **Signatures.** This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement.

CAREOREGON, INC.

CLACKAMAS COUNTY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

July 8, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for Agreement # 10057 with Oregon Health and Science University (OHSU)
for
Institutional Review Board (IRB) study.

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) acceptance for participation in an IRB focused study on opioid treatment in Criminal Justice System (CJS) involved adults.
Dollar Amount and Fiscal Impact	Oregon Health and Science University will pay CHC up to \$219,419.00 over a period of four years. No County General Funds are involved. No matching funds required.
Funding Source	Oregon Health and Science University (OSHU).
Duration	Effective upon signature and no expiration until study is concluded.
Previous Board Action	No Previous Board action.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	1. June 7, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This was a direct procurement.
Contact Person	Deborah Cockrell, Health Centers Division Director – 503-742-5495
Contract No.	10057

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of agreement #10057 with OHSU for the purpose of participating in an IRB study focused on opioid addictions.

The National Institutes of Health will award grants from the Justice Community Opioid Innovation Network (JCOIN) to support research on quality addiction treatment for opioid use disorder (OUD) in criminal justice settings nationwide. OSHU will be part of the JCOIN network and sponsor CHC as a participant in this study. OSHU will be accessing CHC patients currently incarcerated with the Corrections Department.

Healthy Families. Strong Communities.

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

www.clackamas.us

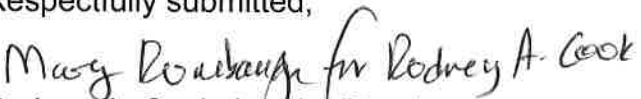
Page 2 Staff Report
July 8, 2021
Agreement #10057

The total amount of this agreement is \$46,827.00 with the potential to be increased up to \$219,419.00 over a period of four years. No County General Funds are involved. The agreement is effective upon signature through July 31, 2023.

RECOMMENDATION:

Staff recommends the Board approval and authorize the Director of Health, Housing and Human Services to sign.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health, Housing and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10057	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input type="checkbox"/> Revenue
	Program Contact: Suchocki, Andrew	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: Oregon Health & Sciences University

CONTRACT AMOUNT: \$46,827.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input checked="" type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 7/31/2023	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, June 15, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon Health & Sciences University

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: Clackamas Health Centers is partnering with OHSU and NYU to join a national research study on Opioid addictions and treatment services and trying to reduce fatalities. The name of the research project is Justice Community Opioid Innovation Network (JCOIN): Long-acting buprenorphine vs. naltrexone opioid treatments in CJS - involved adults.

Subaward 1013969

H3S CONTRACT NUMBER: 10057

FDP Cost Reimbursement Subaward

Federal Awarding Agency: National Institutes of Health (NIH)

Pass-Through Entity (PTE): Oregon Health & Science University	Subrecipient: Clackamas County
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PTE PI: Elizabeth Waddell	Sub PI: Andrew Suchocki
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PTE Federal Award No: 5U01DA047962-02 via Subaward 18-A0-00-1001703 from NYU	Subaward No: 1013969_CLACKAMAS
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Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults

Subaward Budget Period: Start: 08/01/2020 End: 07/31/2021	Amount Funded This Action (USD): \$ 15,609.00
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Estimated Period of Performance: Start: 08/01/2020 End: 07/31/2023	Incrementally Estimated Total (USD): \$ 46,827.00
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Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after each Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
<div style="border: 1px solid black; width: 80px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px; margin: 0 auto;"></div>
Name: Lisa Fitzpatrick	Name:
Date:	Date:
Title: Grants & Contracts Manager, OPAM	Title:

Attachment 1
Certifications and Assurances

Subaward Number:

1013969_CLACKAMAS

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
1013969_CLACKAMAS

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.
Assistance Listing Program Title (ALPT)		
Key Personnel Per NOA		

This Subaward Is:

- Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
 except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

is a Data Management and/or Sharing Plan that incorporates additional requirements as submitted to the Federal Awarding Agency.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

IRB

Not required for the following reason:

Human Subjects

There is an sIRB designated

Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One)

Human Subjects Data will be exchanged under this Subaward (check all that apply):

The PTE will set forth the terms of the exchange of Human Subjects Data (Select One):

- From Subrecipient to PTE
 From PTE to Subrecipient

NIH Terms and Conditions

The Clinical Trial Indicator in Section IV of the PTE's NOA is stated as:

Multiple PIs (MPI)

Certificate of Confidentiality:

The Parties agree that this research funded in whole or in part by the National Institutes of Health ("NIH"), is subject to NIH Policy NOT-OD-17-109 (the "Policy") and therefore is deemed under the Policy to be issued a Certificate of Confidentiality ("Certificate") should the conditions outlined within the Policy apply. Accordingly, the subrecipients who collect or receive identifiable, sensitive information are is required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the "PHS Act").

Additional Terms

Applicable terms and conditions of the PTE Award and Data Safety and Monitoring Plan (attached) are hereby incorporated as part of Attachment 6.

No human subjects data is being exchanged between PTE and Subrecipient. Subrecipient agrees that any de-identified human subjects data, PHI (Personal Health Information) or identifiable human data shall be handled in accordance with the terms and limitations contained in any related IRB consent forms and/or any data/materials use agreement executed between Subrecipient and third party collaborators. Subrecipient further certifies that the IRB approvals have been approved by NIH and that they agree to follow the related Data Sharing Plan and Data Safety and Monitoring Plan associated with this project as referenced in the PTE Award.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

1013969_CLACKAMAS

PTE Information

Entity Name: Oregon Health & Science University

Legal Address: Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Website: <https://www.ohsu.edu/xd/research/administration/proposal-and-award-management/index.cfm>

PTE Contacts

Central Email: spasub@ohsu.edu

Principal Investigator Name: Elizabeth Waddell

Email: waddelle@ohsu.edu

Telephone Number: 503.494.3732

Administrative Contact Name: Jen Michaud, Subout Grants & Contracts Administrator

Email: michauj@ohsu.edu

Telephone Number: 503.494.2379

COI Contact email (if different to above): integrity@ohsu.edu

Financial Contact Name: Subout Administrator

Email: spasub@ohsu.edu

Telephone Number: 503.494.7784

Email invoices? Yes No Invoice email (if different): spasub@ohsu.edu

Authorized Official Name: Lisa Fitzpatrick, Grants & Contracts Manager, OPAM

Email: spasub@ohsu.edu

Telephone Number: 503.494.7784

PI Address:

3181 SW Sam Jackson Park Road
Portland, OR 97239-3098

Administrative Address:

Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Invoice Address:

Oregon Health & Science University
Office of Proposal and Award Management
3181 SW Sam Jackson Park Road
Portland, OR 97329-3098

Attachment 3B
Subrecipient Contacts

Subaward Number:

1013969_CLACKAMAS

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Clackamas County

EIN No.: 93-6002286 Institution Type: County Government

DUNS: 096992656 Currently registered in SAM.gov: Yes No
Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS: This section for U.S. Entities: Zip Code Look-up
Place of Performance Address Congressional District: Zip Code+4:

110 Beaver Creek Road, Suite 100
Oregon City, OR 97045

Subrecipient Contacts

Central Email: healthcentercontracts@clackamas.us

Website: https://www.clackamas.us/healthcenters

Principal Investigator Name: Andrew Suchocki

Email: asuchocki@clackamas.us Telephone Number: 503-650-3932

Administrative Contact Name: Rebecca Howard

Email: rhoward@clackamas.us Telephone Number: 503-722-6321

Financial Contact Name: sjacobson@clackamas.us

Email: sjacobson@clackamas.us Telephone Number: 503-742-5303

Invoice/Payment Email: Adam Kearn / akearl@clackamas.us

Authorized Official Name: Rodney A. Cook

Email: rodcoo@clackamas.us Telephone Number: 503-650-5677

Legal Address:

2051 Kaen Road
Oregon City, OR 97045

Administrative Address:

2051 Kaen Road, Suite 367
Oregon City, OR 97045

Payment Address:

2051 Kaen Road, Suite 367
Oregon City, OR 97045

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

1013969_CLACKAMAS

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
1013969_CLACKAMAS

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the:

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the .

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
1013969_CLACKAMAS

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="10*"/> % Rate Type: <input type="text" value="de minimis rate of 10%"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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Budget Details Below Attached, pages

*Per CFR 200.331-6, indirect costs are allowable under this Agreement up to the applicable rates in the Subrecipient's federally negotiated facilities and administrative cost agreement or the 10% MTDC de minimus rate if Subrecipient does not have a federally negotiated facilities and administrative cost agreement. Per CFR 200.414-8, Subrecipient is permitted to voluntarily waive a portion of or all of the applicable rate at their sole discretion; the decision must be made solely by the Subrecipient and has not been encouraged or coerced in any way by the Federal awarding agency or PTE.

Budget Totals

Direct Costs	\$	<input type="text" value="15,609.00"/>
Indirect Costs	\$	<input type="text" value="0.00"/>
Total Costs	\$	<input type="text" value="15,609.00"/>

All amounts are in United States Dollars

Attachment 6
Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

Subaward 1013969_CLACKAMAS - ATTACHMENT 5 - STATEMENT OF WORK

Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults (EXIT CJS)

Start/End Dates: 05/01/2021 – 07/31/2023

Subaward: Clackamas County Health Center (CCHC)

Project Description:

EXIT CJS study seeks to compare the effectiveness of two medications used to treat opioid use disorder, extended-release buprenorphine (XR-B) vs. extended-release naltrexone (XR-NTX), among adults currently incarcerated in U.S. jails and prisons at 6 distinct trial sites, including Oregon. This open-label, non-inferiority, head-to-head study design will offer providers, correctional and public health authorities, payers and policy makers' timely and relevant data to assess the effectiveness of XR-B (and XR-NTX) as potentially useful re-entry and relapse prevention treatment options. Comparing retention-in-study-medication treatment, we hypothesize XR-B is non-inferior to XR-NTX.

Clackamas County Health Centers (CCHC) will participate in the EXIT-CJS study, establishing Beaver Creek Health Center as a post release site for research and medical visits. CCHC will provide a study clinician and other health professionals to prescribe and administer study medication to individuals that have been enrolled in the study. The CCHC team members will follow the protocol and local Manual of Operations to complete all medical visit activities. CCHC team members will assess and monitor adverse events and complete the protocol required data collection activities. CCHC team members will attend weekly meetings with the MPIs at the 5 participating sites through WebEx and attend the national Study Clinician calls.

CCHC will provide a secured, limited access location for the storage of study medication. Space will also be provided for the study Research Coordinator to meet with protocol participants post release.

Subaward 1013969_CLACKAMAS - ATTACHMENT 5 - BUDGET

Budget Start Date	5/1/2021
End Date:	7/31/2021

PERSONNEL	ROLE ON PROJECT	KEY Y/N	SALARY	% EFFORT	CAL. MOS.	SALARY REQUESTED	OPE BENEFITS	TOTAL	OPE RATE
YEAR 2									
Andrew Suchocki	Subaward PI	Y	199,300	10.0%	0.30	4,983	2,084	7,067	
Melanie Schafer		N		5.0%	0.15	2,685	1,076	3,761	
Karen Howard		N		5.0%	0.15	1,455	1,010	2,465	
Leslie King		N		1.0%	0.03	544	382	926	
Sabrina Cloteaux		N		1.0%	0.03	644	246	890	
SUB TOTAL:						10,311	4,798	15,109	

Detailed Budget

PERSONNEL	YEAR 1
Salary Requested	10,311
Fringe Benefits	4,798
<i>Personnel total</i>	15,109

NON-PERSONNEL	
Materials and Supplies	
Supplies for jail clinic	500
Publication Costs	
Other Costs:	
Participant incentives	
Study Medications	
Lab Tests	
Refrigerator-county health clinic	

DIRECT COSTS	15,609
INDIRECT COSTS	0
TOTAL COSTS	15,609

Indirect Cost Rate: 10% *

* Per CFR 200.331-6, indirect costs are allowable under this Agreement up to the applicable rates in the Subrecipient's federally negotiated facilities and administrative cost agreement or the 10% MTDC de minimus rate for if Subrecipient does not have a federally negotiated facilities and administrative cost agreement. Per CFR 200.414-8, Subrecipient is permitted to voluntarily waive a portion of or all of the applicable rate at their sole discretion; the decision must be made solely by the Subrecipient and has not been encouraged or coerced in any way by the Federal awarding agency or PTE.

DETAILED DATA AND SAFETY MONITORING PLAN (DSMP)

I. Protocol Description

As described, see Research Plan

II. Data Management and Analysis

A. Data Acquisition and Transmission and Data Entry Methods

As described, see Research Plan and Resources and Facilities

B. Data Analysis Plan

As described, see Research Plan and Statistical Analysis Plan and Power Calculations.

III. Quality Assurance

A. Procedures in Place to Ensure the Validity and Integrity of the Data

Study clinicians and research staff will undergo the same baseline training at the inception of the study. During study-startup, NYU will host all PIs, Project Managers, and Data Management staff will ensure the quality of the clinicians' and the research assistants' administration of study assessments and instruments and of integrity of the data recorded through regular reviews and on-going data monitoring. Integrity of collected data. The identification key linking the separate charts containing the Informed Consent document and patient identifiers (name, signature, DOB, address, phone numbers) and the assessment instruments and study dataset will be stored in a locked cabinet (paper copy) as well as on a password-protected file stored on secured servers at each site, accessible only to approved study staff. The study dataset will be otherwise de-identified and securely stored as described below. Only authorized study staff will have access to the dataset. All reasonable requests for data-sharing will be accommodated after study close (see Resource and Data Sharing Plan).

B. Procedures to Guarantee the Accuracy and Completeness of the Data during Data Collection, Entry, Transmission, and Analysis

Accuracy and completeness of the data will be ensured by the NYU DataCore and NYU Lead Site Team. Study data will be managed by the DataCore staff using the REDCap platform (or equivalent, if an alternative data management platform is selected). Data will be by sites to secure NYULH DataCore servers. All data analyses for the study will be performed by the NYU BiostatisticalCore, led by Keith Goldfeld PhD. Quality control is performed as the data are being entered, and then at further stages of the storage and management process.

IV. Regulatory Issues

A. Reporting of Serious Adverse Events (SAE)

Death, disability, hospitalization (or prolongation hospitalization), congenital defects, and life threatening events including drug overdose are typically all SAEs. Immediate reporting to the IRBs is required in the case of unexpected and possibly study-related SAEs. These are immediately reported (orally and by email) to the NYU SOM IRB, at the time they are identified by the investigators or research staff. In addition, a written report will be filed within 72 hours to the IRB and to the NIH program office (and FDA as indicated by applicable regulations). When additional clinical information becomes available, a follow-up and/or final SAE report will be filed with the IRB, NIH, and the FDA (if indicated). Expected and non-study-related SAEs are reported to the DSMB and IRB annually.

B. Reporting of IRB Actions to NIH/NIDA

The initial IRB approval will be forwarded to NIH for review, as will all subsequent approvals and any amendments to the protocol. All proposed protocol amendments will be presented to the IRB and communicated to the NIH project officer if approved. Documented IRB approval of amendments will be forwarded to the NIH project officer, and the original amendment approvals will be maintained in the regulatory file.

C. Report of Changes or Amendments to the Protocol

All proposed changes/amendments to the protocol will be filed with the IRB. IRB approval of such amendments will be forwarded to the NIH project officer, and the original amendment approvals will be filed in the primary document manual.

D. Trial Stopping Rules

In the present protocol, there are no plans for interim analysis of safety or effectiveness data (see above). However, PI1 Lee, the Multiple PIs, and the Data and Safety Monitoring Board (DSMB) will examine safety data on an ongoing basis. Adverse experience and safety contrasts will be performed as indicated, in response to recommendations by the PIs and the DSMB. If interim analysis of safety data is deemed advisable by NIH or the IRB, we will enact such a plan.

E. Disclosure of Any Conflict of Interest in the DSMB

Subaward 1013969_CLACKAMAS - ATTACHMENT 6 - DSMP (3 pages)

The Multiple PIs, co-investigators, and members of the DSMB will report on an annual basis or more frequently if indicated any conflicts of interest or apparent conflicts of interest to the NIH project officer. On an annual basis, the above individuals will sign a disclosure statement.

V. Trial Safety

A. Potential Risks and Benefits for Participants

Potential risks: See above. Risks are primarily well-defined risks of XR-NTX, XR-B, and those of continued opioid and other drug/alcohol use despite the interventions within the three arms. Participants will be educated regarding these risks during the informed consent process. Potential benefits: All patients will receive free medication and study treatment and follow-up. Patients will be reimbursed for time and travel in the form of study visit incentives. Monetary incentives will vary based on site and visit-type, but will be between \$20—100/visit).

B. Collection and Reporting of AEs and SAEs

All adverse events (AEs) and serious adverse events (SAEs) will be captured on the appropriate adverse event source documents and entered into the database. All SAEs will be reported to DSMB members within 72 hours after they occur as well as to the IRB (and if indicated to the FDA) as described above. Collection and reporting of AEs and SAEs will be reviewed on a semi-annual basis, and a report will be prepared for the study record and DSMB. After the proper authorities (IRBs, NIH, FDA when appropriate, DSMB members) are notified of any SAE, the PI and co-investigators will convene a meeting to examine clinical events leading up to the SAE to determine what, if any, immediate procedures should be put in place to ensure that a repeat of this SAE does not occur. Guidance will be sought from the NIH project office and DSMB members, and guidance may well be issued from the IRB as well. Any changes in procedures could involve protocol amendments, and such amendments would subject to the procedures as noted above.

C. Confidentiality

Participants' paper records at each site will be stored in locked files in locked rooms in areas that are locked during holidays, weekends, and non-working hours. Study material in jail-settings are of course even more secure, as only authorized clinical and administrative personnel are allowed access to the jail medical clinic areas, which are monitored 24/7 by corrections officers. Follow-up sites vary, but most are secure and have security personnel on-duty in building 24 hours a day and make routine observations in research areas multiple times during work/non-work hours. De-identified (no personal identifying information) databases are stored on secure servers and password-protected laptops. No specific or general subject information will be left in public access areas, and no oral communication regarding subjects with identifiers will be made in any public areas. Research staff will be extensively trained in Good Clinical Practices regarding confidentiality.

Participant's study status will not be shared, communicated, or otherwise available to correctional, parole, probation, or judicial authorities without the expressed written consent of the individual participant. Every measure will be taken to make study participation voluntary, anonymous, and non-coercive, in keeping with Good Clinical Practice and ethical standards governing research among prisoners. We will seek a Federal Certificate of Confidentiality to support and certify these confidentiality protections.

VI. Trial Effectiveness

The primary outcome is based on treatment retention. We will compare rates of overall study medication treatment retention (% months treated, month 0-6 post-release) between XR-B vs. XR-NTX. This study is a multi-site comparative effectiveness head-to-head trial.

VII. DSM Plan Administration

PI1, Dr. Lee, will have overall responsibility for data analysis and management and safety monitoring. The 6 PI will lead day-to-day oversight and monitoring at each site. The DSMB, as noted below, will provide guidance and input on an annual and as-needed basis. The members of the DSMB will be responsible for monitoring the trial through annual reports and meetings.

VIII. Frequency of DSM Report

Safety data will be review by the Data Safety Monitoring Board annually. There will be an annual analysis of efficacy data by the Date Safety Monitoring Board and the necessity of and potential criteria for trial stopping rules will be evaluated as previously described. A Data Safety Monitoring Board report will be issued to the NIDA project officer every 12 months.

IX. Content of the DSM Report

An annual data safety monitoring report will be submitted to the NIH project officer and will include, but may not be limited to, a synopsis of the trial, socio-demographic characteristics of subjects accrued, retention and disposition of subjects, quality assurance issues regulatory issues, and reports of AEs/SAEs.

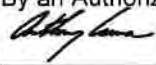
X. Data and Safety Monitoring Board (DSMB) Plan

A DSMB representing all of the involved sites/states will be formed to provide oversight and annual monitoring of this protocol. The DSMB will meet once a year or more frequently as needed in order to review and monitor this protocol. We will recruit a DSMB comprised entirely of experts external to NYU and the 4 other multiple sites. John Rotrosen, MD, (co-Investigator), a senior scientist and Professor of Psychiatry at NYU, will lead the recruitment and constitution of the DSMB, coordinate the DSMB annual reports and meetings, and work with all sites to address concerns or implement changes to standard operating procedures.

The DSMB will conduct a review of the initial study protocol to ensure the certain elements in place. Specifically, it will make certain that the protocol captures the information necessary to evaluate the safety and efficacy of the study when it is ongoing and completed. The DSMB may provide recommendations to improve upon the protocol. Each protocol includes a detailed Data Safety and Monitoring Plan (DSMP). DSMPs typically include stopping rules that specify the outcome differences detected between groups during an interim analysis that can result in stopping the clinical trial. In general, stopping rules will reflect one of the following conditions: 1) there is clear evidence of harm or harmful side-effects of the treatment; 2) there is not likelihood of demonstrating treatment benefit; 3) there is overwhelming evidence of the benefit of the treatment.

The current trial is not blinded, so the DSMB would be able to compare the outcome of the two groups during each review without decoding the patient's group and determine whether the study should have an early termination. However because we are comparing alternative paradigms involving a study medication (XR-B, XR-NTX) or usual treatments (TAU, which may include methadone, buprenorphine (SL-B) or non-study naltrexone) that are already FDA-approved as opioid treatment, and regarding which our own preliminary data do not suggest significant safety considerations, early stopping on the basis of clear benefit (yes/no) is not anticipated in this comparative effectiveness trial.

All DSMB members will meet NIH requirements regarding background and experience, and none will have ethical conflicts, including financial interest related to study outcome. Individuals invited to serve on the board will disclose any potential conflicts in writing. The board will meet every 12 months (unless more frequent meetings are deemed necessary). Dr. Lee will open each meeting with a report on the trial status, with input from PI2-6 and from each site, followed by a closed session under the direction of the DSMB chairperson, during which time the investigators and research team may be present. This will be followed by an executive session restricted to DSMB members. Issues discussed may include those related to subject safety and benefit, whether the primary study question is being answered, conflict of interest, confidentiality, and ongoing study review (including AEs, SAEs, and regulatory issues). Following each DSMB meeting, recommendations will be made by the chairperson to Dr. Lee and a final report (edited by all DSMB members) will be prepared and submitted to NIH and the NYU SOM IRB.

Subaward Agreement Amendment	
Institution/Organization ("University") Name: New York University, on behalf of its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 th FL New York, NY 10016	Institution/Organization ("Collaborator") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911 DUNS No. 096997515 EIN No.: 931176109A1
Prime Award No. 1U01DA047982-01 REVISED FAIN: U01DA047982	Subaward No. 18-A0-00-1001703 Project # 111675
Awarding Agency: NIH/NIDA	CFDA No. 93.279
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator Dr. Elizabeth Waddell
Period of Performance: 8/1/2020 – 7/31/2021	Amendment #3
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults	
Amendment(s) to Original Terms and Conditions	
<p>This Amendment #3 (this "Amendment") to the subaward agreement (as amended from time to time, the "Subaward Agreement") between University and Collaborator, relating to work to be performed by Collaborator for the period beginning 8/1/2020 for the above-identified project, amends the Subaward Agreement as set forth below. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Subaward Agreement.</p> <ol style="list-style-type: none"> 1. This Amendment provides carryover funds left over from 8/1/2019 – 7/31/2020 in the amount of \$32,678.85. The total funds authorized for the period of performance listed above are \$531,832.85 (\$499,154 + Carryover \$32,678.85). The allowability of costs will be determined in accordance with applicable OMB and DHHS cost principles. In accordance with the foregoing, the following text and Attachment 1 hereto sets forth the budget for the period of performance of this Amendment: 2. All other terms and conditions of the Subaward Agreement remain in full force and effect. 3. By signing this Amendment, an authorized official of Collaborator certifies, to the best of his/her knowledge and belief, that all certifications, representations and assurances set forth in the Subaward Agreement remain true and complete as of the date of his/her signature below. 	
By an Authorized Official of University:  04/28/2021 <hr style="width: 100%;"/> Name: Anthony Carna, Date Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of Collaborator: Jon Geselle <small>Digitally signed by Jon Geselle Date: 2021.04.23 08:42:15 -0700</small> 4/23/2021 <hr style="width: 100%;"/> Name: Jon Geselle Date Title: Grants & Contracts Administrator

**Attachment# 1
BUDGET**

Subaward # 18-A0-00-1001703

Between

New York University, on behalf of its Grossman School of Medicine
And
Oregon Health & Science University

Detailed Budget / Budget Justification
 Below or Attached 0 page

Carryover (8/1/2019 – 7/31/2020)

TOTAL CARRYOVER COSTS **\$32,678.85**

F&A Rate Applied 32% on Total Direct Costs (TDC) or Modified Total Direct Costs (MTDC) or Other

Cost Sharing: Yes, Amount \$
 No

GENERAL TERMS OF PAYMENT:

This subaward is made only for the purposes stated in this Subaward Agreement and it is understood that the funds provided under this Subaward Agreement will be used for such purposes substantially in accordance with the budget/schedule above and/or attached hereto. University shall not reimburse Collaborator for costs in excess of the budget/schedule above and/or attached hereto. Payments to Collaborator are contingent upon submission of required reports (see Attachment 4) and adherence to the agreed-upon statement of work.

**Attachment# 1
BUDGET**

Subaward # 18-A0-00-1001703

Between

New York University, on behalf of its Grossman School of Medicine
And
Oregon Health & Science University

Detailed Budget / Budget Justification
 Below or Attached 5 pages

Direct Costs	\$451,164
Indirect Cost	\$47,990
TOTAL COSTS	\$499,154

F&A Rate Applied 32% on Total Direct Costs (TDC) or Modified Total Direct Costs (MTDC) or Other

Cost Sharing: Yes, Amount \$
 No

GENERAL TERMS OF PAYMENT:

This subaward is made only for the purposes stated in this Subaward Agreement and it is understood that the funds provided under this Subaward Agreement will be used for such purposes substantially in accordance with the budget/schedule above and/or attached hereto. University shall not reimburse Collaborator for costs in excess of the budget/schedule above and/or attached hereto. Payments to Collaborator are contingent upon submission of required reports (see Attachment 4) and adherence to the agreed-upon statement of work.

	YEAR 2
Salary Requested	93,009
Fringe Benefits	29,942
Personnel Total:	122,951

Travel	
Domestic - Scientific meetings	11,400
Local staff travel	
Travel Total:	11,400

Materials and Supplies	
Materials and Supplies	
Materials/Supplies Total:	-

Publication Costs	
Publications Total:	-

Consultant Services	
Consultant Total:	-

ADP/Computer Services	
Comp. Services Total:	-

Other Costs	
Participant Incentives	8,945
Study Medications	1,575
Lab Tests	3,898
2 x cellphone	1,200
Other Total:	15,618

*Tuition	
Tuition Total:	-

OTHER DIRECTS TOTAL: 27,017.50

Subawards	
CODA, Inc. clack	263,401
	37,795
Sub Total:	301,196

DIRECT COSTS (OHSU only) 149,969

BUDGET JUSTIFICATION - Oregon Health Science University

A. Senior/Key Personnel

Elizabeth Needham Waddell, MA, PhD, Principal Investigator (2.40 CM in year 2) is an Assistant Professor in the OHSU-PSU School of Public Health. Dr. Waddell's research addresses the intersections of social determinants of health, access to medical care, and community-engaged health policy development. Dr. Waddell has directed multiple clinic-based projects assessing barriers to and facilitators for the implementation of innovative policies and standards into patient care (e.g., medical homes with integrated primary care and behavioral health), and has experience conducting research among vulnerable, low-income populations and populations who inject drugs. She is currently a Co-Investigator on the Western States Node of the NIDA Clinical Trials Network and member of the Lead Team implementing CTN Protocol 0067, Comparing Treatments for HIV-Positive Opioid Users in an Integrated Care Effectiveness Study (CHOICES); Scale-Up. This study builds on lessons advances understanding of XR-NTX adoption in HIV primary care settings. HIV primary care clinics are being selected to participate in an open-label trial of office-based XR-NTX in HIV-infected participants with untreated opioid use disorder or alcohol use disorders. In addition, Dr. Waddell is a governor-appointed Commissioner on Oregon's Alcohol and Drug Policy Commission and is actively engaged in collaboration with the Oregon Department of Corrections to increase access to MAT among inmates preparing for release from prison. Dr. Waddell is an NIH New Investigator and will be directly supported and mentored by Dr. David Farabee (Co-PI, UCLA) and Dr. Todd Korthuis (Co-PI, Western States Node, NIDA Clinical Trials Network).

As Principal Investigator Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the Multnomah County Detention Center; she will also oversee the design of the study with the co-PIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system. In collaboration with Dr. Michael Seale, Medical Director of Multnomah County Corrections Health (see letter of support), and Dr. Wiest (CODA Site PI) Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly or bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings through GotoMeeting, Skype, conference calls or in-person with the co-Principal Investigators on the overall grant, co-Investigators, Project Coordinator, and research assistants to review study progress and discuss findings. Dr. Waddell and the other grant co-PIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts.

B. Other Personnel

Lynn Kunkel, MS, CCRP, Protocol Manager (1.80 CM in year 2) will work in conjunction with Dr. Waddell to oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ms. Kunkel coordinates and assists in all activities associated with implementing the study, will chair weekly meetings to monitor the study, will coordinate all training activities, and serve as the primary liaison between the OHSU team, Corrections Health, and CODA. She will work with Dr. Waddell to develop a Manual of Operations to ensure protocol adherence, training staff, and monitoring study progress. Ms. Kunkel is a CTN Good Research Practice trainer and received a Certified Clinical Research Professional (CCRP) certificate in 2007.

Ceilidh Nichols, BS, CCRP, Regulatory Specialist (0.6 in year 2 CM) will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the PI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Ms. Nichols received her Certified Clinical Research Professional (CCRP) certificate in 2017.

Devon Scarfe, Research Associate (9.60 CM in year 2) Mr. Scarf will serve as the Research Associate and be assigned to Clackamas County. His responsibilities include: working in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; assist with site budget and regulatory files maintenance; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; serve as back-up to the RA or other staff, managing in-reach in corrections including eligibility and consent determination as appropriate; serve as liaison to corrections health services; serve as liaison to the Lead Team as required; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

DezaRae Collins, Research Assistant (2.40 CM in year 2) Ms. Collins responsibilities for this include assisting with the overall management of Oregon's implementation of JCOIN, meeting coordination and documentation, assisting the PI in the development of all deliverables to the lead team and NIH as needed. In addition, she will serve as the backup research assistant at one of the participating sites. In this role she will work in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; managing in-reach in corrections including eligibility and consent determination as appropriate; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

C. Equipment

N/A

D. Travel

Domestic travel (\$11,400 in year 2):

Steering Committee Meeting (\$11,400) – funds are requested to support three members of the Oregon team to attend the steering committee meeting that will be held in the spring (\$800/air, \$250/hotel x 3 nights, \$56 per diem x 3 days, \$125 ground transportation per person).

E. Participant/Trainee Support Costs

N/A

F. Other Direct Costs

Other (\$15,618)

- Participant incentives (\$8,945) – participants will receive monetary compensation for their time and travel for each of their research visits. Participants will be seen twice pre-release but will not be receiving compensation while they're in locked facilities.
- Study Medications (\$1,575) – participants who are randomized to the Sublocade® or XR Buprenorphine group (N=67) who are not opioid tolerant (meaning have not used opioids in >30 days) will require induction and stabilization with sublingual buprenorphine prior to starting the XR Buprenorphine for a period of up to 14 days; in addition both the XR BUP and the XR NTX groups will receive Narcan® (naloxone) kits prior to discharge to prevent overdose (N=67 per each group total of 132).
- Lab Tests (\$3,898) -): Funds are requested to support the following lab tests required by the protocol:
 - OraQuick Rapid HIV 1/2 Tests: All participants will be offered onsite rapid HIV antibody testing.
 - OraQuick Rapid HCV Tests: Participants will also be offered onsite rapid HCV antibody testing.
 - HCV Viral Load: This will be obtained on HCV-positive participants at baseline and 6 months. We expect about 50% of participants to be HCV positive, based on past and current studies.
 - CD4 count and HIV viral load: These will be obtained on HIV-positive participants at baseline, 3 months, 6 months and 12 months. We estimate that about 5% of those enrolled will have HIV.
 - Urine Toxicology: Urine toxicology screens will be used throughout the study to screen each participant for the presence of illicit drug use. Toxicology screenings will be conducted at the time of

each research interview. All participants will undergo urine toxicology screens at each research visit.

- Pregnancy Tests: Pregnancy tests are needed to check for pregnancy during the study period as pregnancy is an exclusion criterion.
- Research Staff Mobile Phones (\$1,200): Funds are requested to maintain mobile phones for study staff. Imperative to the implementation of this study is the continuous communication between the study staff members, participants and the drug treatment centers.

Subawards (\$301,196 in year 2): Subawards will be established with CODA, Inc. and Clackamas County Health Centers.

G. Indirect Costs

The F&A rate approved for on-campus activity, used in this proposal, is 32%.

The Modified Total Direct Costs (MTDC) used for calculating F&A recovery include all project expenditures except capital equipment (>\$5,000), subcontract amounts after the first \$25,000 and tuition.

The Department of Health and Human Services, acting as the cognizant agency of the federal government, approved a facilities and administration (F&A) cost rate agreement for Oregon Health & Science University (OHSU) on December 10, 2018. The Department of Health and Human Services Representative to this agreement is Arif M. Karim, phone 415-437-7820.

Institutional Status: Oregon Health & Science University (OHSU) is a public corporation chartered by the State of Oregon pursuant to Section 353.020 of the Oregon Revised Statutes. OHSU operates under OMB's Uniform Guidance.

SCOPE OF WORK

Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults

Start/End Dates: 4/1/2019 – 3/31/2024

Subrecipient: OHSU-PSU School of Public Health, Oregon Health & Science University

PI: Elizabeth Needham Waddell, MA, PHD

Project Description:

Dr. Waddell will be the MPI for Oregon on the proposed trial, Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults. Under Dr. Waddell's leadership, 200 participants will be recruited from the Clackamas County Jail (CCJ) and Washington County Jail (WCJ), approximately 100 from each, between years 1 and 5 of the project. Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the CCJ and WCJ; she will also oversee the design of the study with the MPIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system.

Pre-release, CODA Inc. will prescribe and deliver study medications in WCJ and CCJ. Post-release, CODA Inc. will prescribe and deliver study medications to participants in Washington County; Clackamas County Health Centers will prescribe and deliver study medications to participants in Clackamas County. OHSU will subcontract with CODA Inc. and Clackamas County Health Centers to conduct screening, recruitment, prescribing and data collection activities.

Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly/bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings with local partners (CODA Inc., WCJ, CCJ and Clackamas County Health Centers) to review study progress and discuss findings. Dr. Waddell and the other grant MPIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts. As Protocol Manager, Lynn Kunkel will oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ceilidh Nichols will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the MPI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Joanne Wiedeman will serve as the project's Quality Assurance Monitor and will conduct training and monitor data collection and maintenance procedures as the CCJ, WCJ and CODA Inc.

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
18-A0-00-1001703

Subrecipient Place of Performance for FFATA reporting

Name: Oregon Health & Sciences University

Address: 3181 SW Sam Jackson Park Road

City: Portland State: Oregon Zip Code+4: 37239-3098 Zip Code [Look-up](#)

EIN No.: 1931176109A1 DUNS: 09-699-7515 Parent DUNS:

Institution Type: State Government Congressional District: OR-003

Is Subrecipient currently registered in [SAM.gov](#)? Yes No

Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete 3B, page 2

Subrecipient Administrative Contact

Name: Jon Geselle

Address: 3181 SW Sam Jackson Park Road, L106OPAM

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-7784 Email: geselle@ohsu.edu

Subrecipient Principal Investigator

Name: Elizabeth Waddell

Address: 3181 SW Sam Jackson Park Road

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-3732 Email: waddelle@ohsu.edu

Subrecipient Financial Contact

Name: Shawn Gransbery

Address: 3181 SW Sam Jackson Park Road, L106OPAM

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-7784 Email: gransber@ohsu.edu

Central email: orserv@ohsu.edu Is this the remittance address? Yes No

Remittance Address (if different):

Subrecipient Authorized Official

Name: Lisa Fitzpatrick

Address: 3181 SW Sam Jackson Park Road, L106OPAM

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-7784 Email: orserv@ohsu.edu

Central email: orserv@ohsu.edu

Attachment 3B - Research Subaward Agreement
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number:
18-A0-00-1001703

Institution/Organization ("Subrecipient")

Name: Oregon Health & Sciences University

Place of Performance

Name: Oregon Health & Sciences University

Address: 3181 SW Sam Jackson Park Road

City: Portland

State: Oregon

ZipCode + 4: 97239-3911

Telephone: 503-494-7784

Fax: 503-494-7787

Email: orserv@ohsu.edu

Congressional District: OR-003

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received--

(l) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(ll) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? Yes No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

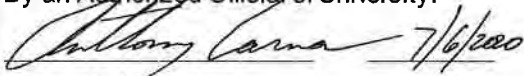
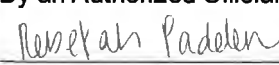
Officer 3 Compensation


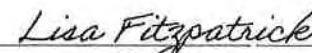
Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

Subaward Agreement Amendment	
Institution/Organization ("University") Name: New York University, on behalf of its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 th FL New York, NY 10016	Institution/Organization ("Collaborator") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911 DUNS No. 096997515 EIN No.: 931176109A1
Prime Award No. 1U01DA047982-01	Subaward No. 18-A0-00-1001703
FAIN: U01DA047982	Project # 111675
Awarding Agency: NIH/NIDA	CFDA No. 93.279
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator Dr. Elizabeth Waddell
Effective Date of Amendment 8/1/2019	Amendment #1
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults	
Amendment(s) to Original Terms and Conditions	
<p>This Amendment #1 (this "Amendment") to the subaward agreement (as amended from time to time, the "Subaward Agreement") between University and Collaborator, relating to work to be performed by Collaborator for the period beginning 8/1/2019 for the above-identified project, amends the Subaward Agreement as set forth below. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Subaward Agreement.</p> <ol style="list-style-type: none"> 1. The end date of the period of performance under the Subaward Agreement is extended from 4/30/2020 to 7/31/2020. 2. All other terms and conditions of the Subaward Agreement remain in full force and effect. 3. By signing this Amendment, an authorized official of Collaborator certifies, to the best of his/her knowledge and belief, that all certifications, representations and assurances set forth in the Subaward Agreement remain true and complete as of the date of his/her signature below. 	
By an Authorized Official of University:  Name: Anthony Carna, Date: 7/6/2020 Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of Collaborator:  Name: Rebekah Padden, Date: 6/23/2020 Title: Grants & Contracts Administrator Office of Proposal and Award Management

Subaward Agreement (Cost Reimbursable)		
Institution/Organization ("University") Name: New York University, on behalf of Its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 th FL New York, NY 10016	Institution/Organization ("Collaborator") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911 DUNS No. 096997515 EIN No.: 931176109A1	
Prime Award No. 1U01DA047982-01	Subaward No. 18-A0-00-1001703	
FAIN: U01DA047982	Project # 111675	
Awarding Agency National Institutes of Health (NIH)/NIDA	CFDA No. 93.279	
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator/Project Director Dr. Elizabeth Waddell	
Subaward Period of Performance 8/1/2019 – 4/30/2020	Amount Funded this Action \$273,217	Est. Total (if incrementally funded)
Estimated Project Period (if incrementally funded) 8/1/2019 – 4/30/2024		
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults	Total Amount of Federal Award to University \$17,761,674	Federal Award Issue Date 7/23/2019
Check all that apply <input checked="" type="checkbox"/> Reporting Requirements (Att 4) <input checked="" type="checkbox"/> Subject to FFATA (Att 3B) <input type="checkbox"/> Cost Sharing (Att 5)		
Terms and Conditions		
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): <input type="checkbox"/> as specified in Collaborator's proposal dated _____; or : <input checked="" type="checkbox"/> as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.		
2) University shall reimburse Collaborator not more often than quarterly basis for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice as required in 2 CFR 200.415. <u>Invoices that do not reference University's subaward number shall be returned to Collaborator.</u> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.		
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.		
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against Collaborator. University reserves the right to reject an invoice, in accordance with 2 CFR 200.305.		
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator/Project Director as shown in Attachment 3A. Technical reports are required as shown above, "Reporting Requirements."		
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3A.		
7) Substantive changes made to this subaward agreement require the written approval of an authorized signatory of both University and Collaborator.		
8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.		
9) Either party may terminate this subaward agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3A. University shall pay Collaborator for termination costs as allowable under Uniform Guidance, 2 CFR 200 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.		
10) No-cost extensions require the approval of University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty (30) days prior to the desired effective date of the requested change.		
11) The subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachments 1 and 2.		
12) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.		
13) Research Terms & Conditions - RESERVED		
By an Authorized Official of UNIVERSITY:  Name: Anthony Carra, Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of COLLABORATOR:  Name: Lisa Fitzpatrick Title: Pre-award Manager	Date: 1/24/2020 Date: 1/17/20

Attachment 1 Subaward Agreement

By signing this subaward agreement (the "Subaward Agreement"), the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

General Certification of Compliance with Applicable Laws & Regulations

Collaborator certifies that it will perform the work under this agreement in accordance with the terms of this agreement, the applicable terms of the Prime Award, federal, state and local law, rules and regulations, including Collaborator's policies. Collaborator will furnish copies of any required regulatory approvals as stated herein. Any approvals not specifically referenced herein will be made available upon request.

Collaborator hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and that such procedures conform to federal regulations. Additionally, Collaborator agrees to cooperate fully with any proceedings, inquiries or investigations as requested by University or the Awarding Agency.

Work Involving Human & Animal Subjects

Collaborator agrees that any human and/or animal subjects research protocol conducted under this Agreement shall be reviewed and approved by a duly authorized Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Agreement involving human and/or animal subjects research. Collaborator certifies that the applicable IRB and/or IACUC has been authorized in full compliance with applicable state and federal laws and regulations. Collaborator certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the project associated with this Subaward Agreement. In no event shall Collaborator invoice or be reimbursed for any human or animal subjects related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Export Controls:

Collaborator shall perform this Subaward Agreement in accordance with all U.S. export control and trade sanctions laws and regulations applicable to Collaborator's operations. Collaborator understands that University is subject to United States laws and regulations controlling the export or transfer of technical data, computer software, laboratory prototypes and other items, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations. Both parties agree not to transfer any export controlled items or technology without prior approval by the receiving party. Both parties agree to cooperate in securing any export license that may become necessary in connection with this Subaward Agreement, consistent with the terms of this paragraph. The parties further agree that in the event that export license is required, the party requiring such a license shall be responsible for the cost of obtaining such license.

Data Sharing and Public Access Policy

Collaborator agrees to comply with the Federal Award Agency's data sharing and public access policy requirements as well as any Data Management/Sharing Plan submitted to the Federal Awarding Agency.

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to University.

3) Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all collaborators shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that none of Collaborator, Principal Investigator/Project Director, its principals, or any other employee or student participating in this project are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily or otherwise excluded from or ineligible for participation in federal department, agency, assistance programs or activities.

Audit and Access to Records

Collaborator certifies by signing this Subaward that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Insurance

During the term of this Subaward Agreement, Collaborator shall keep and maintain in full force and effect the following insurance coverage:

- (i) Worker's Compensation covering all Collaborator's employees, in accordance with the laws of any state in which Collaborator maybe required to provide workers compensation insurance.
- (ii) Comprehensive general liability with limits of no less than \$1,000,000 as to any one person and \$3,000,000 aggregate for bodily injury and property damage insurance.
- (iii) Automobile Public Liability Insurance, where applicable, covering injuries or death of persons with limits of no less than \$500,000 per person and \$500,000 per one incident and Automobile Property Damage Insurance with limits of no less than \$500,000 per incident.
- (iv) General Property Damage Insurance with limits of no less than \$100,000 per incident.

Such insurance shall be issued by insurance companies satisfactory to University. Certificates of insurance shall be provided to University upon execution of this Subaward Agreement. Before Collaborator changes any such policy or its coverage, including without limitation the termination thereof, Collaborator shall notify University no later than thirty (30) days prior to such change. Any change that would adversely offset the protection of University by reducing the coverage available to University below the applicable level specified in this Article shall constitute a material breach of this Subaward Agreement by Collaborator.

Use of Name

Neither party to this Subaward Agreement shall, without the prior written approval of the other party, use the name, symbol or marks of the other party or its affiliates, or any abbreviations thereof, or the name of any staff member, employee or student of the other party, in any promotion, advertising, press release or other form of publicity. All requests for use of the name or logo of NYU, NYU Langone Health or any affiliate must be approved by the NYU Langone Health Office of Communications and Public Affairs. Requests must be submitted to the following e-mail address for consideration at least five business days prior to the date on which a response is needed:

news@nyumc.org.

Conflict of Interest

1) Collaborator shall not engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Subaward Agreement. Collaborator shall notify University immediately of any such actual or potential conflict together with recommendations as to how the conflict can be avoided.

2) Collaborator must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. The term "Investigator means the project director or principal Investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded by the PHS, or proposed for such funding, which may include, for example, collaborators or consultants.

3) Collaborator certifies that it has a written and enforced administrative policy and process, in accordance with 42 CFR Part 50, Subpart F, to identify and manage, reduce or eliminate financial conflicts of interest, and that Collaborator has informed or will inform Investigators of the conflict of interest policy and of the Investigators' responsibilities, and that its conflict of interest policy SHALL BE APPLIED to its performance of this Project. Collaborator will amend its conflict of interest policy from time to time in order to ensure ongoing compliance with applicable regulations throughout the term of this Subaward Agreement.

4) Collaborator shall report to University any conflicts of interest relating to its work under this Subaward Agreement prior to beginning such work and within thirty (30) days of any subsequent disclosure. Such reports shall include a

description of the conflict of interest and a description of the steps taken by Collaborator to manage, reduce or eliminate the conflict of interest. Collaborator must comply with these and all other aspects of 42 CFR Part 50, Subpart F, as amended and in effect from time to time, including any policy revision in order to comply with such regulation as published in the Federal Register on August 25, 2011, 76 Fed. Reg. 53,256. These requirements also apply to the subgrantees, contractors or collaborators engaged by Collaborator under this Subaward Agreement. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

Publication

Collaborator agrees that any publication, press release or other document that result from work under this Subaward Agreement will include the following statement: "The project described was supported by Award Number 1U01DA047982-01 from the U.S. National Institutes of Health. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute of Health and National Institute on Drug Abuse.

Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights

This Subaward Agreement and employees working on this Subaward Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Collaborator is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Attachment 2
Subaward Agreement
NIH Prime Award Terms and Conditions

Agency-Specific Certifications/Assurances

1. By signing this Subaward Agreement, Collaborator makes the certifications and assurances specified in the Research Terms and Conditions Subchapter D found at: (RESERVED)

General Terms and Conditions as of the effective date of this Subaward Agreement:

1. Conditions on activities and restrictions on the expenditure of federal funds in appropriations acts are applicable to this Subaward Agreement to the extent those restrictions are pertinent. This includes any recent legislation noted on the NIH Award Conditions website: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>
2. 45 CFR Part 75.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance (<http://grants.nih.gov/policy/nihgps/index.htm>).
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with NIH Human Subjects Policies and Guidance (<https://humansubjects.nih.gov/nih-human-subjects-policies-guidance>). Collaborator also assures that human subjects approval (# _____) or animal subjects approval (# _____) are current, as applicable. Collaborator will attach or provide approvals as soon as they become available.
5. Interim Research Terms and Conditions found at: <http://grants.nih.gov/grants/policy/NIH%20Interim%20Grant%20General%20Conditions.pdf> and Agency Specific Requirements found at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from University;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
 - c. Any prior approvals are to be sought from University and not the Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in Collaborator upon acquisition without further obligation to the Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
7. Treatment of Program Income: : Additive Other, University specify alternative from NIH Agreement

Special Terms and Conditions:

1. Copyrights
Collaborator grants / shall grant (check one) to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
2. Data Rights
Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
3. Automatic Carry Forward: Yes No
(If No, Carry Forward requests must be sent to University's Principal Investigator and Administrative Contact, as shown in Attachment 3A).

**Attachment 3A
Subaward Agreement
Contacts**

University Contacts		Collaborator Contacts	
Institution/Organization Name: New York University, on behalf of its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 th Floor New York, NY 10016 EIN No.: 13-5562309 Reg. in SAM? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Institution/Organization Place of Performance Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098 EIN No. 1931176109A1 Reg. in SAM? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Institution Type: Government Performance Site Same Address Above? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Collaborator exempt from reporting compensation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please complete Attachment 3B.	
DUNS No.: 121911077	Congressional District: NY-12	DUNS No.: 09-699-7515	Congressional District: OR-003
<u>Administrative Contact</u> Name: Anthony Carna Title: Senior Director, Sponsored Programs Administration Address: New York University, on behalf of its Grossman School of Medicine Sponsored Programs Administration One Park Avenue, 6 th Floor New York, NY 10016 Telephone: 212-263-8822 Fax: 212-263-8201 Email: grants.office@med.nyu.edu		<u>Administrative Contact</u> Name: Rebekah Padden Title: Grants & Contracts Administrator Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098 Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu	
<u>Principal Investigator</u> Name: Dr. Joshua Lee Title: Associate Professor Address: New York University, on behalf of its Grossman School of Medicine 180 Madison Avenue, 17 th floor New York, NY 10016 Telephone: 646-501-3552 Email: joshua.lee@nyulangone.org		<u>Principal Investigator</u> Name: Elizabeth Waddell Title: Assistant Professor Address: 3181 SW Sam Jackson Park Rd, Portland, OR 97239-3098 Telephone: 503-494-3732 Fax: Email: waddelle@ohsu.edu	
<u>Financial Contact (Remit invoices to)</u> Name: Accounts Payable Dept Address: New York University, on behalf of its Grossman School of Medicine P.O. Box 425 Elmsford, NY 10523 Telephone: 212-404-4200 Fax: 212-263-4595 Email: nyulmc@digiscribe.info		<u>Financial Contact</u> Name: Shawn Gransbery Title: Sponsored Project Analyst 2 Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098 Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu	
<u>Authorized Official</u> Name: Anthony Carna Title: Senior Director, Sponsored Programs Administration Address: New York University, on behalf of its Grossman School of Medicine Sponsored Programs Administration One Park Avenue, 6 th Floor New York, NY 10016 Telephone: 212-263-8822 Fax: 212-263-8201 Email: grants.office@med.nyu.edu		<u>Authorized Official</u> Name: Lisa Fitzpatrick Title: Pre-award Manager Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098 Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu	

**Attachment 3B
Subaward Agreement
Place of Performance & Highest Compensated Officers**

<p><u>Collaborator</u></p> <p>Institution Name: Oregon Health & Science University</p> <p>PI Name: Elizabeth Waddell</p>	
<p><u>Place of Performance</u></p> <p>Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Rd.</p> <p>City: Portland State: OR Zip Code + 4: 97239-3098</p>	<p>Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu</p> <p>Congressional District: OR-003</p>
<p>The names and total compensation of the five most highly compensated officers of Collaborator must be listed if:</p> <ol style="list-style-type: none"> 1. Collaborator in the preceding fiscal year received: <ol style="list-style-type: none"> a. 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND b. \$25,000,000 or more in annual gross revenues from Federal awards; and 2. the public does not have access to information about the compensation of the senior executives of Collaborator through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. <p><i>[See FFATA § 2(b)(1)]</i></p>	
<p>Is Collaborator exempt from reporting executive compensation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, complete information below.</p>	
<p>Officer 1 Name: Officer 1 Compensation:</p>	
<p>Officer 2 Name: Officer 2 Compensation:</p>	
<p>Officer 3 Name: Officer 3 Compensation:</p>	
<p>Officer 4 Name: Officer 4 Compensation:</p>	
<p>Officer 5 Name: Officer 5 Compensation:</p>	

Attachment 4 Subaward Agreement Reporting Requirements

Technical/Progress Reports

Collaborator agrees to submit to University the following:

- A Final Technical Report to University's Principal Investigator, as identified in Attachment 3A, within sixty (60) days of the expiration or termination of this Agreement.
- Annual Technical/Progress Reports on the project within forty-five (45) days prior to the end of each project period to University's Administrative Contact, as identified in Attachment 3A. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- Additional Technical/Progress Reports on the project as may be required by University's Administrative Contact, as identified in Attachment 3A, in order that University may be able to satisfy its reporting obligations to the Awarding Agency.

Invention/Patent Reports

Collaborator agrees to submit to University the following:

- In accordance with 37 CFR 401.14, written notification to University's Administrative Contact, as identified in Attachment 3A, within sixty (60) days after Collaborator's inventor discloses invention(s) in writing to Collaborator personnel responsible for patent matters.
- In accordance with 37 CFR 401.14, the final patent report to University's Administrative Contact identified in Attachment 3A, or his/her designee as University personnel responsible for patent matters, within sixty (60) days of the end of the period of performance so that it may be included with University's final invention report to the Award Agency. If no inventions are made, a negative report IS still required.

Property Report

Collaborator agrees to submit to University a Property Inventory Report of the frequency, type, and submission instructions required by University to meet its obligations to Awarding Agency.

Continuation Proposals – If a continuation proposal is being submitted, it should be received by University's Principal Investigator, as identified in Attachment 3A, with appropriate institutional approval by Collaborator and a progress report no later than **three (3) months prior to start of continuation budget date** for inclusion in University's proposal.

Other Special Reporting Requirements (if any):**Expenditure Reports**

Collaborator shall submit quarterly expenditure reports within thirty (30) days of the quarter end date to:

Accounts Payable Dept.
 NYU School of Medicine
 P.O. Box 425
 Elmsford, NY 10523

Telephone: 212-404-4200
 Fax: 212-263-4595
 Email: nyulmc@digiscribe.info

NOTE: Please submit your invoice only once at these addresses to avoid delays or payment issues.

For inquiries on a submitted invoice, please contact the finance service center at:
Supplier.financehd supplier.financehd@nyumc.org

The expenditure reports and invoices/vouchers shall include:

- a) current and cumulative direct costs by major budget category and indirect costs;
 - a. Invoices must include all information as indicated on the reporting requirements of the subaward agreement including back-up documentation if required. Please be sure to indicate if this is an interim or final invoice.
- b) the amounts budgeted by major budget category;
- c) the purchase order number and subaward number, if different than PO. ***Note: the PO number will be provided separately after the execution of the subaward agreement. The PO number must be clearly indicated on each invoice. Please be sure to communicate this information to the individual preparing and submitting the invoice. If the PO number is missing, there will be payment issues and delays.***
- d) certification as to truth and accuracy of the report;
- e) certification that the payments do not duplicate reimbursement of costs and services received from other sources;
- f) payment address (as indicated on the vendor forms); and
- g) a signature of Collaborator's Financial Contact, as identified in Attachment 3A.

The invoices shall be substantively similar to the attached ***sample invoice***. Collaborator shall provide adequate back-up documentation (including but not limited to receipts and payroll records) for expenditure reports to University upon request.

FINAL INVOICE/VOUCHERS:

A final statement of cumulative costs incurred, marked "FINAL", must be submitted to University's Principal Investigator, as identified in Attachment 3A, NOT LATER THAN sixty (60) days after the subaward end date.

SAMPLE INVOICE

Collaborator: _____

Date: _____

Interim Final

Payment Address

Invoice No.:

Agreement No.:

Award Amount:

Submit invoice to: nyulmc@digiscribe.info

PO#:

Billing period _____ to _____

	Budgeted Amount	Billing for Current Period	Cumulative Amount Billed
Personnel			
Consultant Costs			
Equipment			
Materials & Supplies			
Travel			
Other direct costs			
SUBTOTAL DIRECT COSTS			
F&A Costs			
TOTAL			

I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Subaward Agreement. Collaborator further certifies that payment made by University under this Subaward Agreement shall not duplicate reimbursement of costs and services that are received from other sources.

Signed: _____

COLLABORATOR authorized financial official

**Attachment 5
Subaward Agreement
Budget & Statement of Work
(Cost Reimbursable)**

Subaward # 18-A0-00-1001703

Between

New York University, on behalf of its Grossman School of Medicine
And
Oregon Health & Science University

STATEMENT OF WORK:

Below or Attached 1 page

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

BUDGET

Detailed Budget / Budget Justification

Below or Attached 5 pages

Direct Costs	\$214,452
Indirect Cost	\$58,765
TOTAL COSTS	\$273,217

F&A Rate Applied 32% on Total Direct Costs (TDC) or Modified Total Direct Costs (MTDC) or Other

Cost Sharing: Yes, Amount \$
 No

GENERAL TERMS OF PAYMENT:

This subaward is made only for the purposes stated in this Subaward Agreement and it is understood that the funds provided under this Subaward Agreement will be used for such purposes substantially in accordance with the budget/schedule above and/or attached hereto. University shall not reimburse Collaborator for costs in excess of the budget/schedule above and/or attached hereto. Payments to Collaborator are contingent upon submission of required reports (see Attachment 4) and adherence to the agreed-upon statement of work.

	YEAR 1
Salary Requested	63,650
Fringe Benefits	21,611
Personnel Total:	85,261

NON-PERSONNEL

Travel	
August Kickoff (1 traveler)	1,943
September Kickoff (3 travelers)	6,579
March Steering Committee (3 travelers)	6,579
Local Travel	500
Travel Total:	15,101

Materials and Supplies	
Printing	432
supplies	1,200
Materials Total:	1,632

Publication Costs	
Publications Total:	-

Consultant Services	
Consultant Total:	-

ADP/Computer Services	
Computer Services Total:	-

Other Costs	
Laptop and docking station for new RA	2,000
Tablets for data collection	1,600
Participant incentives	2,137
Teleconference (zoom)	150
2 study cell phones	500
Study cell phone service (\$65/month x 2mnts) x1	260
Other Total:	6,647

Tuition	
Tuition Total:	-

	-
--	---

Tuition Total:

	23,380
--	--------

OTHER COSTS TOTAL:

Consortium Direct Costs	
CODA	84,648
Washington County	5,240
Clackamas County	15,923

DIRECT COSTS (OHSU only)	108,641
Direct Cost (excluding Subs F&A)	204,833

BUDGET JUSTIFICATION

Oregon Health Science University

A. Senior/Key Personnel

Elizabeth Needham Waddell, MA, PhD, Principal Investigator (1.80 CM in year 1; 2.40 CM in years 2-5) is an Assistant Professor in the OHSU-PSU School of Public Health. Dr. Waddell's research addresses the intersections of social determinants of health, access to medical care, and community-engaged health policy development. Dr. Waddell has directed multiple clinic-based projects assessing barriers to and facilitators for the implementation of innovative policies and standards into patient care (e.g., medical homes with integrated primary care and behavioral health), and has experience conducting research among vulnerable, low-income populations and populations who inject drugs. She is currently a Co-Investigator on the Western States Node of the NIDA Clinical Trials Network and member of the Lead Team implementing CTN Protocol 0067, Comparing Treatments for HIV-Positive Opioid Users in an Integrated Care Effectiveness Study (CHOICES); Scale-Up. This study builds on lessons advances understanding of XR-NTX adoption in HIV primary care settings. HIV primary care clinics are being selected to participate in an open-label trial of office-based XR-NTX in HIV-infected participants with untreated opioid use disorder or alcohol use disorders. In addition, Dr. Waddell is a governor-appointed Commissioner on Oregon's Alcohol and Drug Policy Commission and is actively engaged in collaboration with the Oregon Department of Corrections to increase access to MAT among inmates preparing for release from prison. Dr. Waddell is an NIH New Investigator and will be directly supported and mentored by Dr. David Farabee (Co-PI, UCLA) and Dr. Todd Korthuis (Co-PI, Western States Node, NIDA Clinical Trials Network).

As Principal Investigator Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the Multnomah County Detention Center; she will also oversee the design of the study with the co-PIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system. In collaboration with Dr. Michael Seale, Medical Director of Multnomah County Corrections Health (see letter of support), and Dr. Wiest (CODA Site PI) Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly or bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings through GotoMeeting, Skype, conference calls or in-person with the co-Principal Investigators on the overall grant, co-Investigators, Project Coordinator, and research assistants to review study progress and discuss findings. Dr. Waddell and the other grant co-PIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts.

P. Todd Korthuis, MD, PhD, Co-Investigator (0.30 CM in year 1; 0.40 CM in years 2-5) is an Associate Professor in the Internal Medicine Department and has a secondary appointment in the OHSU-PSU School of Public Health. Dr. Korthuis provides expertise to the study in the areas of addiction medicine. Dr. Korthuis previously directed the OHSU HIV Clinic and his research focuses on integration of addiction, HIV, and prescription opioids. Dr. Korthuis also serves as principal investigator two additional multi-site, NIDA-funded trials including the BRAVO trial of buprenorphine vs. methadone for improving engagement in the HIV care continuum in Vietnam (R01 DA037441), and the Oregon HOPE study (UG3 DA044831) to improve engagement in opioid use disorder, HIV, and HCV treatment in rural Oregon as part of the National Rural Opioids Initiative. Dr. Korthuis also serves as Program Director for the OHSU Addiction Medicine fellowship and as faculty for the Northwest AIDS Education and Training Center and the Oregon Addiction Education and Prevention Initiative providing HIV- and addiction related training to providers throughout Oregon. Dr. Korthuis advises on protocol development and implementation at the Oregon sites.

B. Other Personnel

Lynn Kunkel, MS, CCRP, Protocol Manager (1.35 CM in year 1; 1.80 CM in years 2-5) will work in conjunction with Dr. Waddell to oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ms. Kunkel coordinates and assists in all activities associated with implementing the study, will chair weekly meetings to monitor the study, will coordinate all training activities, and serve as the primary liaison between the OHSU team, Corrections Health, and CODA. She will work with Dr. Waddell to develop a Manual of Operations to ensure protocol adherence, training staff, and monitoring study progress. Ms. Kunkel is a CTN Good Research Practice trainer and received a Certified Clinical Research Professional (CCRP) certificate in 2007.

Ceildh Nichols, BS, CCRP, Regulatory Specialist (0.23 CM in year 1; 0.30 in years 2-5 CM) will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the PI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Ms. Nichols received her Certified Clinical Research Professional (CCRP) certificate in 2017.

TBD, Research Associate (2.97 CM in year 1; 3.96 CM in years 2-5) The Research Associate's responsibilities for this include: working in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; managing in-reach in corrections including eligibility and consent determination as appropriate; serve as liaison to corrections health services; serve as liaison to the Lead Team as required; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

DezaRae Collins, Research Assistant (3.60 CM in year 1; 4.80 CM in years 2-5) Ms. Collins responsibilities for this include assisting with the overall management of Oregon's implementation of JCOIN, meeting coordination and documentation, assisting the PI in the development of all deliverables to the lead team and NIH as needed. In addition, she will serve as the backup research assistant at one of the participating sites. In this role she will work in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; managing in-reach in corrections including eligibility and consent determination as appropriate; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

C. Equipment

N/A

D. Travel

Domestic travel (\$15,101 in year 1):

August Kickoff (\$1,943) – funds are requested to support the PI attending the JCOIN data tools kickoff meeting (\$1,150/air, \$250/hotel x 2 nights, \$56 per diem x 3 days, \$125 ground transportation).

September Kickoff (\$6,579) – funds are requested to support three members of the Oregon team attending the national JCOIN steering committee kickoff meeting (\$1,150/air, \$250/hotel x 3 nights, \$56 per diem x 3 days, \$125 ground transportation per person).

Steering Committee Meeting (\$6,579) – funds are requested to support three members of the Oregon team to attend the steering committee meeting that will be held in the spring (\$1,150/air, \$250/hotel x 3 nights, \$56 per diem x 3 days, \$125 ground transportation per person).

Local travel (\$500) – funds are requested for research staff to travel to participating jails and treatment centers.

E. Participant/Trainee Support Costs

N/A

F. Other Direct Costs

Materials and Supplies (\$1,632 in year 1)

- Misc. (\$1,632) – funds are requested to cover the following items: participant binders, secured storage bags for transfer of research information, plus printing of protocol, manual of operations, data collection forms, consent forms, and other associated training materials.

Other (\$6,647)

- Computer (\$2,000) – a project-specific laptop and docking station is requested for the research assistant
- Tablets (\$1,600) – Two research tablets (iPads) with WiFi capability, and mobile data plan to ensure the ability to transmit data in real time, even when WiFi is not available, will be purchased in the first year of the study dedicated to conduct the interviews. The tablets will meet the specifications requested to run the needed interview software (REDCap), and will be purchased in Year 1 of the study at a cost of \$800 per tablet including mobile data plan. A tablet will allow research staff to collect data confidentially. Due to the rapid screening and enrollment of the participants, a tablet with real time data collection and transmission is imperative to the implementation of this study. By using REDCap software on a device that will transmit the data in real time will allow the research team to monitor the quality of the data collected along with verify the eligibility of each enrolled participant.
- Participant incentives (\$2,137) – participants will receive monetary compensation for their time and travel for each of their research visits. Participants will be twice pre-release but will not be receiving compensation while they're in locked facilities.
- Teleconference (\$150) – funds are requested for teleconferencing software to assist with study implementation and coordination. Weekly calls will be held across all sites.
- Research Staff Mobile Phones (\$760): Funds are requested to maintain mobile phones for study staff. Imperative to the implementation of this study is the continuous communication between the study staff members, participants and the drug treatment centers.

Subawards (\$105,811 in year 1): A subaward will be established with CODA, Inc., Clackamas County, and Washington County.

G. Indirect Costs

The F&A rate approved for on-campus activity, used in this proposal, is 32%.

The Modified Total Direct Costs (MTDC) used for calculating F&A recovery include all project expenditures except capital equipment (>\$5,000), subcontract amounts after the first \$25,000 and tuition.

The Department of Health and Human Services, acting as the cognizant agency of the federal government, approved a facilities and administration (F&A) cost rate agreement for Oregon Health & Science University (OHSU) on December 10, 2018. The Department of Health and Human Services Representative to this agreement is Arif M. Karim, phone 415-437-7820.

Institutional Status: Oregon Health & Science University (OHSU) is a public corporation chartered by the State of Oregon pursuant to Section 353.020 of the Oregon Revised Statutes. OHSU operates under OMB's Uniform Guidance.

SCOPE OF WORK

Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults

Start/End Dates: 4/1/2019 – 3/31/2024

Subrecipient: OHSU-PSU School of Public Health, Oregon Health & Science University

PI: Elizabeth Needham Waddell, MA, PHD

Project Description:

Dr. Waddell will be the MPI for Oregon on the proposed trial, Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults. Under Dr. Waddell's leadership, 200 participants will be recruited from the Clackamas County Jail (CCJ) and Washington County Jail (WCJ), approximately 100 from each, between years 1 and 5 of the project. Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the CCJ and WCJ; she will also oversee the design of the study with the MPIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system.

Pre-release, CODA Inc. will prescribe and deliver study medications in WCJ and CCJ. Post-release, CODA Inc. will prescribe and deliver study medications to participants in Washington County; Clackamas County Health Centers will prescribe and deliver study medications to participants in Clackamas County. OHSU will subcontract with CODA Inc. and Clackamas County Health Centers to conduct screening, recruitment, prescribing and data collection activities.

Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly/bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings with local partners (CODA Inc., WCJ, CCJ and Clackamas County Health Centers) to review study progress and discuss findings. Dr. Waddell and the other grant MPIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts. As Protocol Manager, Lynn Kunkel will oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ceilidh Nichols will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the MPI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Joanne Wiedeman will serve as the project's Quality Assurance Monitor and will conduct training and monitor data collection and maintenance procedures as the CCJ, WCJ and CODA Inc.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 8, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a RAISE Discretionary Transportation Grant
to replace the bridge across the Bull Run River

Purpose/ Outcomes	Approval to apply for a RAISE Discretionary Transportation Grant to replace the bridge across the Bull Run River on Bull Run Road.
Dollar Amount and Fiscal Impact	\$9.2 million in grant funds will be requested. Matching funds in the amount of \$2.3 million (20%) will be provided from County Road Use Funds. Weyerhaeuser will contribute \$10,000 towards this project.
Funding Source	Federal Highway Administration and Clackamas County Road Use Funds. Weyerhaeuser will contribute \$10,000. No county general funds will be involved.
Duration	Grant award would occur no later than December 2021. Project development would begin in 2022 and be complete no later than September 2026.
Previous Board Action	05/2020: The Board previously approved a similar grant application for funding from the same federal program last year in a Business Session. 06/29/21: Discussion item at issues.
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This project will help meet the goal to provide travelers safe roads that are in good condition. 2. How does this item align with the County's Performance Clackamas goals? This project aligns with the Performance Clackamas Goal that by 2026 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
Counsel Review	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This project is a grant application. If funds are awarded it will be processed through procurement.
Contact Person	Stephen Williams, Principal Transportation Planner - 742-4696

The US Department of Transportation annually offers discretionary grants for vital transportation improvements through the RAISE Grant program. Full replacement of the bridge over the Bull Run River on Bull Run Road is a strong candidate for RAISE funding. The bridge is over 128 years old and has a sufficiency rating of 2 (out of 100), the second worst rating among over 8,000 bridges in Oregon. This bridge is a vital connection to the Bull Run community (population 360) for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoirs. Applications are due on July 12, 2021.

RECOMMENDATION:

Staff respectfully recommends approval to apply for the BUILD grant in the amount of \$9.2 million and submit the attached Letter of Support.

Respectfully submitted,

Stephen Williams

Stephen Williams- Principal Transportation Planner

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund: _____

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name or Number (please specify): _____

Brief Description of Project: _____

Name of Funding Agency: _____

Agency's Web Address for funding agency Guidelines and Contact Information: _____

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

The Finance Department will be an important partner in this project for grant reimbursements, procurement of professional design services and also bid letting of the project.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

This program requirements submission of monthly invoices for reimbursement that must be accompanied by a written progress report.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

A project schedule will be developed and used by project management staff to track the progress of consultants and contractors.

3. What are the fiscal reporting requirements for this funding?

A full finance report will be submitted monthly with the invoices identifying all expenditures and the percent completion for all contracts.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, the proposed new bridge will support the economic vitality of the Bull Run area for nearly 100 years. These benefits will far exceed the cost to administer this grant.

2. Are other revenue sources required? Have they already been secured?

Beyond the requested grant funds, and the committed Clackamas County match, the only other funding is a commitment by Weyerhaeuser of \$10,000 towards the project.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

There is a 20% match requirement for this funding source. Clackamas County will provide \$2,300,087 to meet this match requirement using Clackamas County Road Funds that are available and will be committed by the Board of County Commissioners when this grant application is approved.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

This grant will cover indirect costs, but it is not known at this time if a rate cap will be imposed. Clackamas County has an approved indirect rate through ODOT, and that rate will apply to progress billings.

Program Approval:

Karen Buehrig

6/22/21

Karen Buehrig

Digitally signed by Karen Buehrig
Date: 2021.06.22 15:58:53 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Mike Bezner, Assistant Director		Mike Bezner <small>Digitally signed by Mike Bezner Date: 2021.06.22 16:05:50 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Dan Johnson, Director		Dan Johnson <small>Digitally signed by Dan Johnson Date: 2021.06.22 16:06:13 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	6.23.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.23 07:15:08 -07'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
NA		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

Clackamas County Bull Run Bridge Replacement

BACKGROUND INFORMATION	
Project description <i>Describe the problem(s) the project is designed to solve and how it would solve that problem.</i>	The Bull Run Bridge is a two-lane, 128-year-old truss bridge with a 20-foot deck width and a sufficiency rating of 2. This project would replace the existing bridge with a new two-lane bridge with a 38-foot wide deck.
Location <i>County, city, routes, etc.</i>	The project is in Clackamas County, Oregon on Bull Run Road at the crossing of the Bull Run River (milepost 3.8), approximately 4.5 miles north of the City of Sandy at latitude 452541.44 and longitude 1221357.13 east.
Total Cost	\$11,500,487
RAISE Funds Requested	\$9,200,390
Matching Funds <i>List amount, source(s), and whether they have been officially committed.</i>	Clackamas County will provide \$2,300,087 in matching funds from county sources and \$10,000 will be provided by Weyerhaeuser. The matching funds will be officially committed by the Board of County Commissioners when the RAISE application is approved at an upcoming meeting.
Project Status and Schedule <i>Describe the project's status and schedule for completing NEPA, breaking ground, and completing construction, among other key milestones.</i>	NEPA and 30% design have been completed for the project. Ground breaking will occur 2 years after a grant agreement is approved for construction funds. Construction is expected to take 2 years.
Project Supporters <i>List public agencies and private organizations that support the project.</i>	Project supporters include: Clackamas County, City of Sandy, Portland Water Bureau, Portland General Electric, Weyerhaeuser, and Clackamas County Business Alliance.
RAISE CRITERIA	
Please describe briefly (no more than 200 words each) how this project addresses the RAISE criteria. Not all projects will address all of the criteria.	
State of Good Repair <i>Improving the condition of existing transportation facilities and systems, with particular emphasis on projects that ensure good infrastructure condition while supporting commerce and economic growth.</i>	Although well-maintained, the existing Bull Run bridge is 128 years old and was constructed in 1893. The bridge is many years beyond the end of its design life and, due to its age, is rapidly deteriorating. The iron truss structure is becoming brittle and as a result, repair of the existing bridge is not an option; it must be completely replaced. If the bridge is not replaced, it is likely that it will have to be closed within the next 10 years.
Economic Competitiveness <i>Contributing to the economic competitiveness of the United States.</i>	The bridge is not heavily used, but it is the most direct connection to the City of Sandy for the residents of the community of Aims and surrounding areas that straddle the Clackamas County / Multnomah County border. Sandy is not only the closest destination to Aims and the Bull Run area for shopping and services, it is also the place of work for many of the residents. In addition, if the Bull Run Bridge is closed timber harvesting in the area will have to end because there is no other route into the area that is open to logging trucks. Since many of the local residents work in the timber harvest industry, closure of the bridge will threaten the jobs and livelihood of many of the residents of the Aims / Bull Run area.
Quality of Life <i>Investments that increase transportation choices and access to transportation services for people in communities across the United States.</i>	If the Bull Run Bridge is closed residents of the area will be required to detour through Corbett on I-84 in the Columbia River Gorge to reach Sandy, Oregon, the nearest city. This will result in an additional 2 hours round trip travel time when residents go to town. This will impact the quality of life of the residents by greatly increasing their annual driving cost, and reducing their time that is available for other purposes.

<p>Environmental Sustainability <i>Improving energy efficiency, reducing dependence on oil, reducing congestion-related emissions and benefitting the environment.</i></p>	<p>The closure of Bull Run Bridge will greatly increase the amount of driving required of the residents of the Aims / Bull Run area. If Bull Run Bridge closes, the trip to Sandy from Aims / Bull Run will increase in length by 12.9 miles. Since the average household in the area makes 4 trips per day into Sandy, closure of the Bull Run Bridge will increase daily travel by 51.6 miles per day per household. With 153 households in the Aims / Bull Run area, daily travel by the community will increase by 7,895 miles and annual travel by 288,160 miles. Assuming fuel economy of 20 miles per gallon each household in the Aims / Bull Run area will consume an additional 942 gallons of fuel each year. At the current average price of \$3.10 / gallon, additional fuel will cost each household \$2,919 per year. The additional travel required for residents of the Aims / Bull Run area will also generate an additional 1,077 tons of CO₂ per year.</p>
<p>Safety <i>Improving the safety of US transportation facilities and systems.</i></p>	<p>A simple crash analysis was conducted for Bull Run Road to determine the rate of crashes. This analysis determined that on Bull Run Road between 2011 and 2018:</p> <ul style="list-style-type: none"> ▪ The rate of property damage crashes was 0.8098 per million vehicles miles travelled, ▪ The rate of personal injury crashes was 0.3471 per million vehicle miles travelled, and ▪ The rate of fatality crashes was 0.1157 per million vehicle miles travelled. <p>Using these rates the number of each type of crash on Bull Run Road was then forecast for 20 years for two scenarios: 1) A scenario that assumed the Bull Run Bridge would not be replaced and would close in 2030 requiring traffic to divert through Corbett, and 2) A scenario that assumed that Bull Run Bridge would be replaced allowing traffic to use the existing route. The crash forecast showed that if Bull Run Bridge closes, over 20 years (from 2025 to 2044) there would be an additional 73 crashes, of which 47 would be property damage only crashes, 20 would be personal injury crashes and 7 would be fatality crashes. This analysis demonstrates that replacement of the Bull Run Bridge will result in a large safety benefit from the avoidance of crashes, property damage, injuries and fatalities that will result if Bull Run Bridge is not replaced.</p> <p>In addition to an increase in vehicle crashes, injuries and fatalities, closure of Bull Run Bridge would also greatly increase emergency response time in the Aims / Bull Run area. Today, emergency response time by Sandy Fire District #72 to the Aims / Bull Run area is about 15 minutes. Closure of the Bull Run Bridge will increase the response time by 45 minutes. This increased response time will result in much greater damage due to fire or other types of emergencies. It will also delay arrival at a hospital by 1 ½ hours for those experiencing a health emergency.</p>
<p>Readiness <i>US DOT will give priority to projects that are expected to be ready for construction quickly, with obligation of funds occurring no later than September 30, 2022.</i></p>	<p>Clackamas County is certified by Oregon Department of Transportation for management of federally funded projects. Replacement of the Bull Run Bridge has been a high priority for Clackamas County. The county has taken steps that will allow the bridge replacement project to move forward to construction quickly once funding is allocated including the completion of the Alternative Analysis, completion of the NEPA assessment and completion of 30% design. As a result of this previous work the county will be able to immediately begin the process of securing a grant agreement and obligating the federal funds. Once the grant award is announced the county will immediately move forward to complete 100% design using county funds. Once there is a grant agreement in place, the county will move forward with right-of-way acquisition to allow construction to start as soon</p>

	<p>as possible after completion of design. Moving forward in this manner will reduce the time necessary to complete the project by between 6 months and 12 months.</p>
<p>Innovation <i>US DOT will give priority to projects that make use of innovative technologies, use innovation in project delivery, or make use of innovative financing.</i></p>	<p>The financing of the proposed replacement of Bull Run Bridge is the innovative aspect of the project. Usually, projects undertaken by Clackamas County are funded with county funds or with a combination of federal funds and county funds. This project also includes \$10,000 funding that is being contributed by Weyerhaeuser.</p>
<p>Partnership <i>US DOT will give priority to projects that demonstrate strong collaboration among a broad range of participants and/or integration of transportation with other public service efforts.</i></p>	<p>Clackamas County is the owner of Bull Run Road and the Bull Run Bridge and will be the lead organization for this project. To assist in the replacement of Bull Run Bridge the county has recruited a diverse group of partners that will publically support the project. These partners include the Portland Water Bureau (PWB) which is the owner/operator of the Bull Run Reservoirs, the fresh water source for all of Portland and surrounding communities. The PWB depends upon Bull Run Road to access the Bull Run Reservoirs. The Oregon Department of Transportation will be an important participant due to its role in reviewing plans for the new Bull Run Bridge. Weyerhaeuser is participating as a funding partner by contributing \$10,000 due to the importance of Bull Run Bridge for access to timberlands in the Bull Run Watershed. The Sandy Fire District #72 is the primary emergency services provider in the Bull Run watershed and will be an important participant in this project because closure of the Bull Run Bridge would prevent the district from meeting its responsibilities. The Bull Run CPO will provide a forum for sharing of information and concerns by the members of the community and Clackamas County.</p>
<p>Climate Change/GHG Reduction <i>US DOT seeks to fund projects that considered climate change and environmental justice in the planning stage and were designed with specific elements to address climate change</i></p>	<p>The climate change/greenhouse gas impacts of this project were evaluated for two possible scenarios: 1) Closure of the Bull Run Bridge in 2030 due to deterioration of the bridge structure forcing all traffic to detour through Corbett, and 2) Replacement of Bull Run Bridge prior to closure. The detour route for Aims / Bull Run traffic through Corbett is 14.5 miles longer than the existing route on Bull Run Road. As a result, closure of the Bull Run Bridge will force residents of the Aims / Bull Run area to drive an additional 3.85 million miles annually to reach jobs, retail and service locations. This large increase in miles driven by area residents will result in a major increase in greenhouse gas generation. The air quality analysis completed for this project using travel demand modeling and the most recent greenhouse gas generation rates for the Portland air shed showed that <i>closure of Bull Run Bridge would result in the generation of an additional 1,077 tons of CO₂ per year.</i></p>
<p>Racial Equity <i>USDOT seeks to encourage racial equity through planning, policies, and investing in projects that reduce barriers to opportunity</i></p>	<p>The proposed project is located in a very low population upland area of Clackamas County. American Community Survey 2019 data from the Bureau of the Census shows that the block group where the project is located has an estimated population of 296. Of those 268 (90.5%) are white and 28 (9.5%) are Latinx.</p>

July 8, 2021

Office of Infrastructure Finance and Innovation
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: 2021 RAISE Application for Replacement of the Bull Run Bridge in Clackamas County, Oregon

Dear RAISE Application Review Committee:

The Clackamas County Board of County Commissioners wishes to express their strong support for the 2021 RAISE Transportation Discretionary Grant to replace the Bull Run Bridge in Clackamas County, Oregon. At our July 8, 2021 Business Meeting, the Board of County Commissioners approved the submission of a RAISE grant application for this important project. Through this approval we also authorized the use of county road funds to provide the required \$2.3 million match. We are pleased to note that the project is a Public Private Partnership project which includes a contribution of \$10,000 by Weyerhaeuser Corporation in support of the project.

The 128 year old Bull Run Bridge is a vital facility for the residents of the Bull Run watershed, the economy of Clackamas County and the Portland region that may need to be closed to traffic in the next 5 to 10 years due to structural deterioration and must be replaced as soon as possible. Residents of this area of Clackamas County experience an enviable quality of life in a rural upland location with access to Sandy, Oregon, a very attractive community, just 15 minutes away. But, if the Bull Run Bridge is not replaced and is taken out of service, the quality of life of local residents will be seriously impacted. Closure of the bridge will add at least 1½ hours to each round trip to Sandy, Oregon by area residents to access all types of places of work, businesses, services, schools and medical facilities. The longer trip required to meet all of life's needs would not only cost time, but also money. At the current price of gas in Clackamas County (\$3.10), each family would experience an increase in their annual fuel costs of over \$5,470.

The Bull Run Bridge is also the only route available for use by logging trucks and equipment into the Bull Run watershed. The timber industry is one of the most important employers in the area, but if the Bull Run Bridge is closed, access to the area for timber harvest will end resulting in the loss of many jobs in the area.

Further, the Bull Run Bridge is also the main access route for the Bull Run River Reservoirs #1 and #2. The reservoirs are the water source for Portland and the surrounding cities, and if the bridge is closed, it would maintenance and operations of the water system will be impeded.

The Bull Run Bridge is vital to the health, safety and welfare of residents of the upland area of Clackamas County and the Portland area. Replacement of the bridge is the only way to avoid closure of this important access route, possible within the next 5 to 10 years. We urge that the Bull Run Bridge replacement project be selected for funding through the US DOT RAISE Discretionary Grant program.

Thank you for your time and consideration of this project proposal.

Sincerely

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Tootie Smith, Chair
On Behalf of the Clackamas County Board of Commissioners



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 8, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between Clackamas County and
the City of Happy Valley for
Traffic Signal Maintenance and Transportation Engineering Services**

Purpose/Outcomes	Clackamas County Department of Transportation and Development (DTD) is seeking approval to replace existing maintenance agreement with City of Happy Valley with new updated traffic signal maintenance and transportation engineering services agreement to support City's traffic signals and intelligent transportation system infrastructure.
Dollar Amount and Fiscal Impact	Revenue – Varies between \$500 to \$3,000 annual reimbursements for staff time per traffic signal & roadway flashing beacons.
Funding Source	N/A
Duration	Indefinite or upon 60 days' notice by either party
Previous Board Action	6/29/2021- Discussion item at issues 5/2/1990 – Traffic Signal Maintenance Agreement 6/16/1970 – Traffic Control Agreement
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	4/26/21, NB
Procurement Review	Was this project processed through Procurement? No, this is an IGA.
Contact Person	Joseph Marek, Traffic Safety Program Manager 503-742-4705

BACKGROUND:

The City of Happy Valley is requesting a formal agreement with Clackamas County to provide transportation engineering support services to manage City's traffic signals and Intelligent Transportation System (ITS). This agreement will formally allow County transportation engineering staff to work on traffic signal timing, design review, and construction review support for City's traffic signals, roadway flashing beacons, and ITS infrastructure. Also, this agreement will replace existing traffic signal maintenance agreements with the City by specifying end of agreement term date, clarifying City and County obligations, and identifying list of existing infrastructures (traffic signals and roadway flashing beacons) that County will be maintaining for

the City. Support provided by County transportation engineering and traffic signal maintenance staff will be reimbursed by the City for time and material costs.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with the City of Happy Valley for the maintenance of traffic signal related assets and transportation engineering services.

Respectfully submitted,

Joseph Marek

Joseph F. Marek
Traffic Safety Program Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE CITY OF HAPPY VALLEY
FOR TRAFFIC SIGNAL MAINTENANCE AND
TRANSPORTATION ENGINEERING SERVICES**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("COUNTY"), a corporate body politic, and the City of Happy Valley ("CITY"), a municipal corporation, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the City needs professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City's new and existing traffic signal(s), intelligent transportation system ("ITS"), and roadway beacons; and

WHEREAS, the County has particular expertise in this area and is able and willing to provide traffic engineering review oversight support, signal timing, and perform signal maintenance for the City on the terms and conditions provided below; and

WHEREAS, this Agreement sets forth the responsibilities of the County for traffic signal maintenance on the City's signals, ITS devices, and roadway beacons at the locations listed in Attachment A; and

WHEREAS, this Agreement sets forth the responsibilities of the County to perform the work contemplated herein and the City to compensate the County for the work; and

WHEREAS, the City and County believe it is in the public interest to enter into this Agreement to set forth the circumstances under which the City may request the County to provide traffic engineering and traffic signal maintenance support on City roads and streets lying within the boundaries of the City; and

WHEREAS, the City would like to engage the County to perform the work associated with the Project and the County is willing to perform the work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective on the last date signed by the Parties below and shall continue thereafter in perpetuity unless terminated earlier by either party consistent with Section 4.
2. **County Obligations.**
 - A. The County shall provide all necessary labor and equipment to perform traffic signal consulting, inspection, configuration, testing, routine and preventive maintenance and repairs on both a regular scheduled and an on-call basis on those facilities identified in Attachment A. Work shall be performed to International Municipal Signal Association (IMSA), Manual on Uniform Traffic Control Devices (MUTCD) with Oregon Supplement and Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.

- B. If spare materials and replacement parts are unavailable from City inventory, County shall provide spare materials and replacement parts as necessary to repair a signal that is deemed by the City to create a dangerous condition. Materials and parts supplied by County will be charged to City at current replacement costs with associated shipping and handling fees necessary to replace County inventory.
- C. The County shall assist City with developing a recommended inventory list of spare materials and replacement parts to store/maintain on a regular basis.
- D. The County shall provide engineering review and construction inspection services as requested by City's Public Works Director or designee for new equipment installations not yet identified in Attachment A. New equipment which the Parties agree should be subject to the terms of this Agreement may be added to Attachment A by written amendment to this Agreement, signed by the City's Public Works Director, and the County's Director of the Department of Transportation and Development.
- E. The County shall assign an Oregon State-licensed Professional Civil Engineer (with expertise in Traffic Signal Operation) to assist the City as requested with traffic signal design review, alterations or additions to the traffic signal system, intelligent transportation systems (ITS), roadway flashing beacons, signal timing, review of development proposals with traffic impacts, and other traffic engineering matters. The County's Oregon State-licensed Professional Civil Engineer shall work in close coordination with the City's Public Works Engineering staff for design review oversight on the City's traffic signal, ITS, and roadway beacon projects.
- F. The County shall utilize IMSA Certified Technicians/Electricians when performing traffic signal maintenance, repairs, inspection, configuration, setup, or testing of the City's signal system. Certification level shall be commensurate with the task performed in accordance with IMSA specifications. Technicians/Electricians should be certified in temporary traffic control per IMSA guidelines.
- G. The County shall provide regular scheduled annual testing and maintenance of traffic signal components required for a fully functional traffic signal system, which includes all items shown in Attachment B.
- H. The County shall provide short term temporary traffic control measures as required by the most current Oregon Temporary Traffic Control Handbook and/or state adopted Manual on Uniform Traffic Control Devices ("MUTCD") during routine maintenance activities.
- I. The County shall provide responsive 24-hour on-call service that includes weekends and holidays.
 - i. The County shall respond to any calls involving an emergency, defined below, within four (4) hours, and shall respond to routine calls within forty-eight (48) hours.
Emergencies are:
 - 1. controller failures;
 - 2. dark signals;
 - a. In the event of a "dark signal," the County will verify with the Utility Service Provider (Happy Valley Utility) before responding to ensure the outage is not due to a power outage, and the County will only be obligated to respond if the issue is isolated to the traffic signal. It will be the responsibility of the technician/electrician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control.

3. any red lamp outage;
 4. any intersection in a flashing mode;
 5. any turn lane with only one signal head having an outage (red, yellow, or green);
 6. any equipment involved in a crash; or
 7. any condition involving a signal that the City Public Works Director or City Engineer or their designee declares to be an "emergency" or otherwise requests immediate response (subject to County personnel availability) because the City deems a dangerous condition to exist.
- ii. Except for emergency work described in Section 2(I) and routine maintenance work described in Attachment B, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the Public Works Director for the City and the Director of the Department of Transportation and Development for the County, or their respective designees.
 - iii. The County shall not be liable for any claim or action arising out of, or based upon, damages or injuries to persons or property caused by signal issues for which no request for work was made by the City to the County pursuant to the terms of this Section 2.
 - iv. The County shall record all activities performed any time staff is responding to a service call at the site of traffic signal facilities. This can be done on a County-standard form, but should include at minimum:
 1. the time and date the call is received;
 2. the time staff arrives onsite;
 3. who placed the call;
 4. location and condition upon arrival;
 5. necessary equipment, labor and materials;
 6. specifics of repair;
 7. additional repairs still needed;
 8. time site was secured; and
 9. time leaving site.
- J. The County will provide to the City reports on all work performed at the traffic signal(s) as requested by the City. Annual reports shall contain completed maintenance checklists as provided in Attachment B, as well as copies of all work reports, tests, etc. for any activities performed onsite.
 - K. The County shall maintain an updated log book in each cabinet for traffic signals that details any and all maintenance or repairs performed.
 - L. The County shall provide annual reports that include all of the information in Section 2(J), or earlier upon request of the City.
 - M. The County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, and material costs. The County shall invoice the City within sixty (60) days of performing City-authorized work at rates set forth in Attachment C.

- N. The County shall submit to City new rates for staff not less than 45 days before the rates set forth in Attachment C change.

3. **City Obligations.**

- A. The City shall compensate the County for the services provided based on the rates of staff in the County Department of Transportation and Development as shown in Attachment C, or as amended as provided herein. All undisputed payments shall be made within thirty (30) days after receipt of County's invoice sent per Section 2(M). City agrees to identify with reasonable detail any disputed fee(s), the reason for the dispute, and any additional information required to explain the basis for the dispute. The City and County shall then work together in good faith to resolve the dispute. If the parties cannot resolve the dispute within 90 days of City's identification of the disputed fee(s), either party may proceed using any available legal remedies.
- B. The City agrees to promptly contact the County any time signal issues are witnessed or reported to ensure timely repairs can be made.
- C. The City shall have the ultimate responsibility to approve the plans in writing for signal upgrading, phasing, timing, and coordination after recommendation by the County.
- D. The City grants County the right to enter into and occupy City rights-of-way for the purpose of performing routine maintenance and emergency repairs of the traffic signal equipment, ITS devices, and roadway beacons owned by the City.
- E. The City shall maintain responsibility for temporary traffic control from the time the signal issue is discovered until such time as the City deems the traffic control unnecessary or County staff arrive and provide traffic control per Section 2(H) or Section 2(I)(ii).
- F. The City's inventory of spare materials and replacement parts for common repairs shall be stored at City's Maintenance Center and shall be accessible to County technicians/electricians during weekday business hours with the assistance of City personnel.

4. **Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. City may terminate this Agreement without cause upon:
 - i. Rate Increase: Within 30 days following County's notice of rate increase to City (rate increase shall not be effective until 45 days following notice to City); or
 - ii. For Convenience: Upon 60 days' notice.
- C. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon

as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- D. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. The County may terminate this Agreement upon 60 days' notice in the event the County is unable to provide staffing sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to provide services for performance of this Agreement.
- F. Nothing herein shall prevent the Parties from meeting to mutually discuss the Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- G. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. Indemnification.

- A. Notwithstanding anything to the contrary in Section 2(I)(iii) and subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. Party Contacts

- A. [NAME] or his designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-XXX or [NAME]@clackamas.us

- B. Chris Randall or his/her designee will act as liaison for the City for the Project.

Contact Information:

City of Happy Valley – Public Works Department
16000 SE Misty Drive

Happy Valley, OR 97086
(503) 783-3842 or chrisr@happyvalleyor.gov

- C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

7. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of at least three (3) years; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties and any prior agreements between the Parties affecting the subject matter of this Agreement are hereby terminated. 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 either Party unless in writing and signed by both Parties and all necessary 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) 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 Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Happy Valley

Chair, Board of County Commissioners

[Signature]

Public Works Director/City Manager

Date

6/9/2021

Date

Approved as to form:

[NAME], City Attorney

Attachment A

County Maintained Traffic Signal and Flasher Beacon Locations

The County agrees to provide preventive maintenance, on-call repair, locates, and traffic engineering consultation services for signal and flasher facilities at the following locations within the City's Jurisdiction:

TRAFFIC SIGNALS

All traffic signals, pedestrian signals, vehicle detection, ITS devices, and related facilities at the following locations:

TC ID No.	Device Type	Major Street	Minor Street

ROADWAY FLASHING BEACONS

Includes school zone flashers, intersection flashers, and Rectangular Rapid Flashing Beacons (RRFB) at the following locations:

TC ID No.	Device Type	Address/School	Major Street	Minor Street
05005(A)	School Zone Flasher	Happy Valley Middle/Elementary School	King Rd	East of SE Regina Ct
05005(B)	School Zone Flasher	Happy Valley Middle/Elementary School	King Rd	East of SE Rolling Meadows Dr
05658 (A)	School Zone Flasher	Spring Mountain Elementary School	SE 122/129 th Ave	Near Yoakum Ln
05658 (B)	School Zone Flasher	Spring Mountain Elementary School	SE 129 th Ave	North of Masa Ln

Attachment B

Maintenance Checklist



Jackson County

Transportation Maintenance Division

DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT

Annual Cabinet Inspections

Traffic Signal #: Date:

Location:
Owner:

Arrive:
Depart:

Controller Mfg: Model:
CMU Mfg: Model: SN:
New CMU Mfg: Model: SN:

VAC: VDC: AMPS:

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Controller Timing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Timing Sheet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Cabinet Print	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Intersection As-Built	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Verify Inputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Verify Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Flasher Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Locks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Thermostat/Fan Test	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Change Air Filter(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Cleaned/Lubed Cabinet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Remove/Cleaned Graffiti	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Diode Matrix Sheet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:

Conflict Monitor Test note: _____

Miscellaneous Details

Electrician _____ Electrician _____

Attachment C

Schedule of Rates

Clackamas County Traffic Engineering & Traffic Signal Maintenance Labor Rates

Employee Class Description	Group	Labor Rate 20/21	Labor Rate 21/22
Engineering Supervisor	Engineering	\$180.26	\$184.66
Civil Engineer, Senior	Engineering	\$167.00	\$176.42
Civil Engineer	Engineering	\$140.46	\$145.17
Civil Engineer, Associate	Engineering	\$120.26	
Engineering Tech 3	Engineering	\$98.65	\$108.12
Engineering Tech 2	Engineering	\$77.69	\$97.33
Engineering Intern	Engineering	\$24.96	
Traffic Signal Electrician	Maintenance	\$123.18	\$133.59



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Kittelson and Associates, Inc., for the
Arndt Road Extension Alternatives and Goal Exception Study Project**

Purpose/Outcome	Execution of Contract #3518 for engineering design services for the Arndt Road Extension Alternatives and Goal Exception Study Project.
Dollar Amount and Fiscal Impact	Total contract value at \$210,000.00 until June 30, 2022.
Funding Source	Project funded with Community Road Funds (Phase 1) and County Road Use Funds (Phase 2)
Duration	June 30, 2022
Previous Board Action/Review	6/29/21 Discussion item at issues.
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This project will help meet the goal to provide travelers safe roads that are in good condition. 2. How does this item align with the County's Performance Clackamas goals? This project aligns with the Performance Clackamas Goal that by 2026 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
Counsel Review	May 17, 2021
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Stephen Williams, Principal Planner, 503-742-4696
Contract No.	#3518

Background:

This study will prepare plans for two linked improvements on the Clackamas County road system between Canby and I-5: 1) Phase 1: Plans for improvements to the intersection of Barlow Road and OR99E, and also the intersection of Barlow Road and Knights Bridge Road/Arndt Road; 2) Phase 2: Plans for Arndt Road Phase 2 extension.

The development of plans for improvements to the two Barlow Road intersections was recommended by the Community Road Fund Advisory Committee and will be funded from the

Community Road Fund. The study of the Barlow Road intersections will identify issues that limit capacity and increase delay at the two intersections and will develop plans for addressing the existing issues and reducing delay at the intersections. The Arndt Road Phase 2 extension has been identified as a high priority by the Board of County Commissioners and City of Canby for several years. The goal of the Arndt Road extension is to improve the connection between the west central portions of Clackamas County including Canby and Mulino with I-5. The next step in the process as identified in the Clackamas County Long Range Planning Work Program includes project T2-Arndt Road Goal Exception. The intent of this project is to explore alignment options and undertake, as necessary, development of Statewide Planning Goal exceptions to support the crossing of the Molalla River in relation to the Board of County Commissioner's goal to improve access from I-5 to the City of Canby. In 2003, Clackamas County adopted an alignment for Phase II of the Arndt Road Extension and undertook a goal exception process that was needed for that alignment. Since that time, conditions have changed and the County is interested in identifying an alignment that serves future needs. A study for the Arndt Rd extension is needed that will provide a revised alignment, conceptual costs and traffic impacts. Clackamas County has identified three possible alternatives that it wishes to study. This project is intended to be an alternatives analysis for the Arndt Rd extension, as well as identifying needed changes to the Clackamas County Comprehensive Plan that would implement the selected alternative. If necessary, changes to the previous adopted Goal Exception will be identified and proposed.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on September 17, 2020. Proposals were opened on October 15, 2020. The County received two (2) Proposals: Kittelson and Associates, Inc., and Harper Houf Peterson Righellis Inc. An evaluation committee of four DTD personnel, two representatives of the City of Canby, and a representative of Oregon Department of Transportation reviewed and scored the two proposals. The committee scored Kittelson and Associates, Inc.'s as the highest ranking proposer and recommended a contract be awarded. Following award, the Project Manager entered into negotiations with Kittelson and Associates, Inc. and developed a final statement of work, along with final billing rates and contract value.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Kittelson and Associates, Inc., for the Arndt Road Extension Alternatives and Goal Exception Study Project.

Sincerely,

Stephen Williams

Stephen Williams
Principal Planner

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3518**

This Personal Services Contract (this “Contract”) is entered into between **Kittelson and Associates, Inc.**, (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: RFP# 2020-74 Arndt Road Extension Alternatives and Goal Exception Study (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Ten Thousand dollars (\$210,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to: Stephen Williams.
- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor	County
Administrator: Marc Butorac Phone: 503-535-7419 Email: MBUTORAC@Kittelson.com	Administrator: Steve Williams Phone: 971-280-2725 Email: SWilliams@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the negligent conduct of Work, or from any negligent act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property to the extent caused by the negligent errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies, except professional liability. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Article II, Section 13 or Section 20, neither party shall be liable for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions at the same time and in the same locale. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 16, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

EXHIBIT A STATEMENT OF WORK

BACKGROUND

The Arndt Road Phase 2 extension has been identified as a high priority by the Board of County Commissioners and City of Canby for several years. The goal of the Arndt Road extension is to improve the connection between the west central portions of Clackamas County including Canby and Mulino with I-5. The next step in the process as identified in the Clackamas County Long Range Planning Work Program includes project T2-Arndt Road Goal Exception. The intent of this project is to explore alignment options and undertake, as necessary, development of Statewide Planning Goal exceptions to support the crossing of the Molalla River in relation to the Board of County Commissioner's goal to provide access from I-5 to the city of Canby. Several positive outcomes have been identified that would result from this improvement:

- Improve the attractiveness of Canby as a business location by reducing the travel time between Canby and I-5.
- Reduce vehicular greenhouse gas generation.
- Improve the traffic operations of two intersection: 1) OR 99E/Barlow Road, and 2) Arndt Road/Barlow Road/Knight's Bridge Road. Improvements in the operation of these intersection will result in reduced congestion and traffic cueing on Barlow Road in the morning peak hour and Arndt Road in the afternoon peak hour.

In 2003, Clackamas County adopted an alignment for Phase II of the Arndt Road Extension and undertook a goal exception process that was needed for that alignment. Since that time, conditions have changed and the County is interested in identifying an alignment that serves future needs. A study for the Arndt Rd extension is needed that will provide potential future alignments, conceptual costs and traffic impacts. Clackamas County has identified three possible long-term extension alternatives that it wishes to study. This project is intended to identify short-term upgrades to the OR99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersections and provide long-term alternatives analysis for the Arndt Rd extension, as well as identifying needed changes to the Clackamas County Comprehensive Plan that would implement the selected alternative. The project shall include the following:

- Prepare a double-line pre-engineering alignment concept for the improvements to OR99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersections and single-line concepts for the long-term Arndt Road extension alternatives described below
- Analyze intersection operations at 3 intersections for each alternative
- Estimate benefits for each of the alternatives
- Identify critical issues for each alternative
- Analyze impact of tolling I-205 on the short-term OR99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersection concepts
- Estimate the conceptual costs for each alternative
- Identify any land use requirements, such as a goal exception, for each alternative
- Determine the alternatives that merit further study

The most used route between Arndt Rd and OR 99E in Canby extends from the west end point at the intersection of Arndt Rd/Barlow Rd/Knight's Bridge Rd to the east end point at the

intersection of OR 99E and Berg Parkway in Canby. This route follows Barlow Road 3,600 feet south from the intersection of Arndt Rd/Barlow Rd/Knights Bridge Road across the UPRR railroad to the intersection of OR 99E and Barlow Road, then proceeds east (north) on OR 99E 5,500 feet to the intersection of OR 99E and Berg Parkway. Three issues have been identified with this current route that have led to the desire to seek alternatives:

- 1) This route requires travel of 9,100 feet to connect two points that are only 4,900 feet apart in a straight line,
- 2) It crosses the UPRR railroad at grade causing delay whenever trains pass, and
- 3) The intersections at Arndt Rd/Barlow Rd/Knight's Bridge Rd and also at OR 99E/Barlow Rd do not have sufficient capacity to serve current traffic volumes between Canby and I-5. This results in lengthy traffic backups on Barlow Road in the morning peak hour and on Arndt Road in the evening peak hour.

Alternatives under Consideration:

Three alternative approaches to improving the connection between Canby and I-5 will be studied under short- and long-term implementation phases:

Short-Term – Arndt Road/Barlow Road Improvements are intended to determine if improvements at the intersections of Arndt Rd/Barlow Rd/Knight's Bridge Rd and OR 99E/Barlow Rd could provide sufficient reduction in delay between Canby and I-5. This phase will also evaluate whether the proposed improvement necessitates a Goal Exception.

Long-Term – Arndt Road Extension Alternative Concepts– Long-term extension solutions will assess three concepts to extend Arndt Road from the Arndt Rd/Barlow Rd/Knights Bridge Rd intersection to either OR 99E/Berg Parkway intersection or to a new intersection approximately 1000' west of Berg Parkway, closing the Barlow Road railroad crossing.

Contractor will provide the following personal services to support the above-described project:

Task #0A: Project Management

Contractor shall oversee and effectively manage project products, schedule, and budget and establish lines of communication between the County staff, Project Partners, and Contractor. To facilitate the process, the County Project Manager and Contractor Project Manager, with the help of the Project Management Team (PMT), will manage and coordinate the project. The PMT will consist of the County Project Manager, the project partner lead staff (City of Barlow, City of Canby, ODOT), the Contractor Project Manager, County community relations staff, and others identified as necessary. The PMT will be assisted by a Technical Advisory Committee (TAC) made up of technical staff from the County, partner agencies, DLCD staff, ODOT Rail Division, and others identified as necessary.

Task #0A: Contractor Deliverables

0A.1 Prepare Draft and Final Memorandum #1 – Project Plan

- At the outset of the project, the Contractor Team will prepare a detailed project plan. The plan will include a detailed schedule for all Tasks, including projected delivery dates for all products, as well as anticipated dates for public involvement activities and meeting of all related committees (Project Management Team – PMT and Technical Advisory Committee – TAC).

0A.2 Kick-Off Meeting: Conduct project kick-off meeting/storyboard session with PMT

- This session will storyboard the project from start to finish with the PMT to ensure the process,

products, timelines, meetings, and public engagement are appropriately synchronized to provide the right information at the right time to facilitate timely decisions

0A.3 Provide Project Management (12 months)

- Throughout the project, the Contractor Project Manager (PM), with the help of the PMT, will manage and coordinate the project.

0A.4 Submit monthly progress reports/budget reports (12)

- Throughout the course of the project, the designated Contractor Project Manager will be responsible for monthly submittal of progress reports, invoices and all related supporting data for the lead Contractor and all subs.

0A.5 Prepare for and conduct virtual PMT meetings (up to 3 meetings)

- Contractor shall schedule and lead the PMT Meetings / Conference Calls. The PMT will meet via conference call on an as-needed basis up to 3 times throughout the Project. PMT Meetings / Conference Calls are anticipated to last an average of two hours. Contractor shall provide summaries of the meetings.

0A.6 Prepare for and conduct virtual combined PMT/TAC meetings (up to 2 meetings)

- Contractor shall schedule and lead combined PMT/TAC meetings. The PMT will meet via conference call on an as-needed basis up to 2 times throughout the Project. PMT/TAC meetings are anticipated to last an average of two hours. Contractor shall provide summaries of the meetings.

0A.7 Conduct conference calls between County PM and Contractor PM/Contractor members (up to 6 conference calls)

- Contractor shall schedule PM conference calls. The County PM and Contractor PM/Contractor members will meet via conference call on an as-needed basis up to 6 times throughout the Project. PM conference calls are anticipated to last an average of one hour. Contractor shall provide summaries of the meetings.

Task #0B: Public Involvement

Contractor shall develop and implement a streamlined online public involvement program with the PMT and County community relations staff. The public involvement program will be designed to inform, solicit comments, and build consensus to ensure the preferred alternative meets Clackamas County's objectives and is supported by the project partners, stakeholders, and the local community.

The Contractor will lead the public involvement program under the direction of the County Project Manager and DTD Community Relations Specialist, and the PMT. It is assumed that the County Community Relations Specialist will serve as a first point of contact for the public and news media throughout the study.

Due to the ongoing COVID-19 pandemic, Contractor shall utilize the latest virtual tools to reach a broad, diverse audience cost-effectively, conveniently, and safely.

Task #0B: Contractor Deliverables

0B.1 Develop Draft and Final Memorandum #2 - Public Involvement Plan (PIP)

- Contractor shall prepare draft and final Public Involvement Plan that outlines efforts and methods to share information and gain input throughout the Project from a wide range of interested County and City residents and community representatives. County and Project Partners shall review and provide written comments on draft and final Public Involvement Plan.

0B.2 Develop and maintain project email List (12 months)

- Contractor shall maintain a project email list for interested stakeholders and community members. The project email list will be used to provide information and updates on the project,

such as notification of virtual open houses.

0B.3 Develop and provide a linked website with interactive commenting map

- Contractor shall provide a layout of the Project Web Page, as agreed to by the County. County will develop a Project Web Page, for the purpose of posting Project materials and Contractor updates. Contractor shall develop initial materials including a Project overview, Refined Project Schedule, and County contact information. Contractor shall also provide a weblink to an on-line commenting map the County may include on the Project Web Page throughout the duration of the Project for the public to make geographically located comments about existing considerations or desired improvements. County shall manage the Project Web Page and add all necessary materials as they are made available, including dates and links to virtual open house(s).

0B.4 Develop a virtual open house.

- Contractor shall conduct a virtual open house (VOH) at the end of Task 2A – Arndt Road/Barlow Road/Knight Bridge Road Alternatives to facilitate feedback on existing conditions and projected traffic, and presentation of the preferred alternatives. The VOH links will be available over a 2- to 3-week span. A live presentation (optional) will be recorded and added to the VOH site for future viewing. To provide a vivid before and after comparison of alternative alignments and intersection forms, Contractor will utilize the Slider application to allow users to transition back and forth to understand the extent of proposed improvements. The VOH can be viewed at any time and will provide access to graphical materials, final reports, and interactive tools for providing input and feedback. Contractor shall invite via email up to 20 community-based organizations for the virtual open house.

0B.5 Prepare Draft and Final Memorandum #3 – Public Involvement Summary

The Contractor will prepare a draft and final summary of the public involvement process that will be included in the final report as Appendix A. County shall review and provide written comments on draft and final Public Involvement Summary.

Task #1: Traffic Analysis

This task will analyze the existing and future (year 2040) transportation system in the project study area.

Task #1: Contractor Deliverables

1.1 Collect turning movements

- Contractor shall collect morning and evening peak hour turning movements at the following intersections (see Exhibit A):
 - Arndt Road/Barlow Road/Knight’s Bridge Road
 - OR 99E/Barlow Road
 - OR 99E/SW Berg Parkway
 - NW 3rd Ave/N Cedar St
- Contractor shall obtain available historic counts, as available from the last three-year period to confirm and/or make adjustments due to the ongoing pandemic.

1.2 Existing conditions operations analysis

Contractor shall conduct intersection operations analysis for morning and evening peak hour for all intersections identified above using the most recent version of Highway Capacity Manual software.

1.3 Proposed alternatives operations analysis

- Contractor shall estimate turning movements for all the identified intersections resulting from the proposed alternatives. Conduct intersection operations analysis for morning and evening peak hours identified intersections using the estimated turning movements for each of the proposed

alternatives.

1.4 Train event impacts

- Contractor shall consider the impacts of train events on traffic operations and provide discussion of travel pattern impacts at a qualitative, planning level. No operations analysis is proposed for train event conditions.

1.5 I-205 tolling impacts

- Contractor shall use the regional travel demand model to analyze the impact of tolling I-205 on the short-term Arndt Road/Barlow Road Improvements alternative to identify the overall changes in traffic patterns in the Canby area with and without tolling of I-205. Travel demand modeling will be completed by Metro staff using County's travel demand support account funding.

1.6 Future conditions operations analysis

- Contractor shall prepare a 20-year forecast (Year 2040) of traffic within the study area based on existing traffic levels and anticipated rate of traffic growth in the area, both with and without increases in traffic due to I-205 tolling. The Contractor shall assess forecasted turning movements and intersection operations for the morning and evening peak hours at the above intersections, both with and without increases in traffic due to I-205 tolling.

1.7 Draft and Final Working Paper #1

- Contractor shall prepare Draft Working Paper #1 – Traffic Operations Analysis – Documenting the Task 1 efforts. The document will be up to 10 pages and primarily consist of tables and figures. The County PM, PMT, and TAC shall review and provide non-conflicting written comments on draft Working Paper #1. Final Working Paper #1 will be incorporated as part of Task 4.1.

Task #2A: Short-Term – Arndt Road/Barlow Road Alternative Analysis

Contractor will conduct an alternatives analysis to identify a preferred alternative and associated permitting and goal exception requirements. Develop draft and revised double-line concept designs for up to two alternatives that provide improvements to the existing OR 99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersections, and no roadway extensions.

Task #2A: Contractor Deliverables

2A.1 Develop draft and revised double-line concept

- Develop up to three draft and revised double-line concept designs for OR 99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road to reduce delay during both the morning and afternoon peak hours.

2A.2 Prepare alternative conceptual cost estimates

- The Contractor will develop planning level cost estimates for each proposed alternative, using unit costs developed in collaboration with the County and documented in a memorandum.

2A.3 Identify all federal, state and local regulatory requirements

- Contractor shall identify all federal, state and local regulatory requirements for the alternatives and estimate time and cost necessary to meet each permitting requirement. Anticipated triggers include water or fill work in jurisdictional wetlands subject to NEPA, FHWA funding triggering the entire project being subject to NEPA, or a USACE permit for a new bridge. NEPA triggers would result in compliance with ESA and SHPO, potential noise mitigation, and/or EJ analysis.

2A.4 Draft and Final Working Paper #2A – Arndt Road/Barlow Road Alternatives Analysis

- Contractor shall prepare Draft Working Paper #2A – Arndt Road/Barlow Road Alternatives Analysis – Documenting the Task #2A efforts. The document will be up to 10 pages and primarily consist of tables and figures. The County PM, PMT, and TAC shall review and provide non-conflicting written comments on draft Working Paper #2A. Final Working Paper #2A will be

incorporated as part of Task 4.1.

Task #2B: Long-Term - Arndt Road Extension Alternative Concepts

Contractor will identify potential long-term extension alternative concepts, magnitude of costs, and associated permitting and goal exception requirements.

Task #2B: Contractor Deliverables

2B.1 Develop draft and revised single-line concept for Arndt Road Extension Alternatives

- Develop draft and revised single-line concept designs for up to three extension concepts:
- Develop up to two conceptual design for an extension of Arndt Road from the intersection of Arndt Road/Barlow Road/Knight's Bridge Road to the intersection of OR 99E/Berg Parkway. Develop a conceptual design for the intersection of OR 99E/Berg Parkway that will provide an acceptable level of service at that intersection with the addition of the Arndt Rd extension.
- Develop a conceptual design for an extension of Arndt Road to a new intersection approximately 1000' west of OR 99E/Berg Parkway. This alternative would result in a closure of the Barlow Road railroad crossing in order to establish a new railroad crossing at the new alignment.
- Contractor shall provide a single-line high level conceptual design for each bridge crossing, including single-line vertical profile and horizontal alignment to assess feasibility of construction with particular attention to water crossing and railroad clearances, based on a visual inspection during a site visit and available topography data from the County. No engineering calculations will be done on the bridge elements. Sizing will be based on standard design guidelines for typical beam-slab type bridges. Concepts will be for a common beam-slab type bridge structure and MSE walls as needed at ends of bridges.

2B.2 Prepare alternative magnitude of cost opinions

- The Contractor will develop magnitude of cost opinions for each proposed alternative concept, using unit costs developed in collaboration with the County and documented in a memorandum.
- The Contractor will provide magnitude of cost opinions for the bridge alternatives based on historical ODOT cost per square foot data.

2B.3 Identify all federal, state and local regulatory requirements

- Contractor shall identify all federal, state and local regulatory requirements for each proposed concept and estimate time and cost necessary to meet each permitting requirement. Anticipated triggers include water or fill work in jurisdictional wetlands subject to NEPA, FHWA funding triggering the entire project being subject to NEPA, or a USACE permit for a new bridge. NEPA triggers would result in compliance with ESA and SHPO, potential noise mitigation, and/or EJ analysis.

2B.4 Identify Statewide Land Use goal exception requirements

- Contractor shall identify Statewide Land Use goal exception requirements needed for each concept.

2B.5 Draft and Final Working Paper #2 – Arndt Road Extension Alternative Concepts Analysis

- Contractor shall prepare Draft Working Paper #2 – Arndt Road Extension Alternative Concepts Analysis – Documenting the Task #2 efforts. The document will be up to 10 pages and primarily consist of tables and figures. The County PM, PMT, and TAC shall review and provide non-conflicting written comments on draft Working Paper #2B. Final Working Paper #2B will be incorporated as part of Task 4.1.

Tasks #3: Reports and Presentations

3.1 Prepare Draft and Final Summary Report

- Contractor shall prepare Draft and Revised Summary Report – Develop a summary report of study findings including all traffic analysis and alternatives analysis for the short- and long-term alternatives and all identified intersections. County and partners shall review and provide written non-conflicting comments on draft Summary Report. Consultant shall finalize the summary report and provide all data, analysis and written reports in electronic formats to Clackamas County and partners. Contractor shall provide up to 6 hard copies of the final report.

3.2 Commissioner and Council Presentations (3)

- Contractor shall present the study findings to the Clackamas County Board of County Commissioners, the Canby City Council, and the Barlow City Council. Up to 2 contractor staff will attend each presentation. All presentations are assumed to be virtual.

FEE SCHEDULE

Task 000-A Project Management	Hours	Cost
0A.1 Prepare Draft and Final Memorandum #1 – Project Plan	19	\$2,629
0A.2 Kick-off meeting/storyboard session	28	\$4,134
0A.3 Project management (12 months)	36	\$8,334
0A.4 Monthly progress reports/budget reports	50	\$8,312
0A.5 Virtual PMT meetings (up to 3 meetings)	54	\$9,164
0A.6 Virtual combined PMT/TAC meetings (up to 2 meetings)	32	\$5,601
0A.7 Conduct County and Contractor PM conference calls (up to 6 conference calls)	36	\$5,758
Reimbursable Expense		\$0
Task #000-A – Subtotal	255	\$43,931
Task 000-B Public Involvement		
0B.1 Draft and Final Memorandum #2 – Public Involvement Plan	16	\$2,230
0B.1 Project Email List (12 months)	19	\$2,276
0B.1 Interactive Comment Map	38	\$5,496
0B.1 Virtual Open Houses and Outreach Support	74	\$10,790
0B.1 Prepare Draft and Final Memorandum #3 – Public Involvement Summary	25	\$3,512
Reimbursable Expense		
Task #000-B – Subtotal		\$24,304
Task 001 Traffic Analysis		
1.1 Collect turning movements	9	\$1,204
1.2 Existing conditions operations analysis	54	\$7,170
1.3 Proposed alternatives operations analysis	74	\$10,144
1.4 Train event impacts	14	\$1,895
1.5 I-205 tolling impacts	46	\$6,092
1.6 Future conditions operations analysis	65	\$8,058
1.7 Draft and Final Working Paper #1	21	\$2,842
Reimbursable Expense		\$1,600
Task #001 – Subtotal	283	\$39,005
Task 002A Short-Term Barlow Alternatives		
2A.1 Develop draft and revised double-line concepts	118	\$16,667
2A.2 Prepare conceptual cost estimates	60	\$9,218
2A.3 Identify all federal, state and local regulatory requirements	16	\$2,562
2A.4 Draft and Final Working Paper #2A – Alternatives Analysis	35	\$5,025
Reimbursable Expense		\$0
Task #002A – Subtotal	229	\$33,472
Task 002B Long Term – Arndt Extension Alternatives		
2B.1 Develop draft and revised single-line concepts	141	\$23,719
2B.2 Prepare magnitude of cost opinions	56	\$9,114
2B.3 Identify all federal, state and local regulatory requirements	30	\$4,613
2B.4 Identify Statewide Land Use goal exception requirements	18	\$2,606
2B.5 Draft and Final Working Paper #2B – Alternatives Analysis	47	\$7,316
Task #002B – Subtotal	292	\$47,367
Task 003 Reports and Presentations		
3.1 Prepare Draft and Revised Summary Report	102	\$15,461
3.2 Commissioner and Council Presentations (3)	36	\$6,106
Task #003 – Subtotal	138	\$22,332
Total Project Budget		\$210,000

Kittelson Billing Rates

Budget in Current Year (CY)	5%			
% of budget in CY+1	90%			
% of budget in CY+2	5%		3.50%	Annual Escalation Rate
% of budget in CY+3	0%		203.35%	Overhead Rate
Weighted Escalation Factor	1.04		10.00%	Profit Rate

INITIALS	EMPLOYEE	HOURLY PAY	Overhead	Profit	Annualised Hourly Pay	FCCM	ADJUSTED Bill Rate
MAB	Butorac, Marc	\$81.72	\$172.00	\$26.17	\$84.59	\$0.37	\$283.13
KZP	Purser, Krista	\$37.00	\$77.88	\$11.85	\$38.30	\$0.17	\$128.19
MRL	Ruiz-Leon, Michael	\$29.43	\$61.94	\$9.43	\$30.46	\$0.13	\$101.97
CEC	Cox, Caleb	\$35.34	\$74.38	\$11.32	\$36.58	\$0.16	\$122.44
SJR	Rhyne, Steven	\$48.36	\$101.79	\$15.49	\$50.06	\$0.22	\$167.55
KET	Taylor, Katie	\$46.11	\$97.05	\$14.77	\$47.73	\$0.21	\$159.76
WES	Scarbrough, Wade	\$63.90	\$134.50	\$20.46	\$66.14	\$0.29	\$221.39

Project Budget Form - Reimbursables

Project Name: Arndt Road Extension Alternatives & Goal Exception Study
 Project Manager: Marc Butorac
 Project Number: 257100,000

Reimbursables Multiplier: 1.00

TOTAL REIMBURSABLES \$1,900

Task-Sub Task

000-A Project Management					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					\$0

000-B Public Involvement					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					\$0

001 Traffic Analysis					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Traffic counts	8		\$200.00	intersection	\$1,600
					\$0
					\$1,600

002-A Short-Term - Barlow Alternatives					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					\$0

0 0					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					\$0

003 Reports and Presentations					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Reports	6		\$50.00	lump sum	\$300
					\$0
					\$300



July 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Federal Financial Assistance Award of
Domestic Grant 21-DG-11060600-006 between
Clackamas County and USDA, Forest Service Mt. Hood National Forest

Purpose/Outcome	The Clackamas County Dump Stoppers program is requesting approval of a federal funding assistance agreement with USDA, Forest Service Mt. Hood National Forest to support program operations.
Dollar Amount and Fiscal Impact	USDA Forest Service has awarded \$19,152 in Secure Rural Schools and Community Self Determination Act of 2000 funds, and the Dump Stoppers program has pledged \$5,745.60 from the FY21-22 budget to pay for staff labor and law enforcement labor for approximately two months of program operations.
Funding Source	Total funding is \$24,897.60 with \$19,152 in USDA Forest Service Secure Rural Schools and Community Self Determination Act of 2000 funds, and \$5,745.60 from the FY 21-22 Dump Stoppers program funding. No general funds are involved.
Duration	Effective upon signature from the USDA Forest Service Acting Forest Supervisor through December 31, 2022.
Previous Board Action/Review	No prior Board action; this is a new agreement.
Strategic Plan Alignment	1. Business and Community Services mission statement as described in its Strategic Business Plan is to “provide essential economic development, public spaces, and community enrichment services”. The Dump Stoppers program is a crucial part of maintaining forest and timber lands located within Clackamas County. 2. Honor, Utilize, Promote, and Invest in our National Resources: This funding will provide staff labor for cleanup and law enforcement related to illegal dumpsite activities on forestlands in Clackamas County.
Counsel Review	1. Date of Counsel review: 6/21/21 2. Initials of County Counsel performing review. ARN
Procurement Review	No, item is a grant.
Contact Person	Tom Riggs, (503) 788-3137

Contract No.	N/A
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BACKGROUND:

The Dump Stoppers program operating within the Forestry division of Business and Community Services has been in operation since 2003. The goals of the program are: 1) to locate and cleanup dumpsites on forested lands in Clackamas County, 2) enforcement of anti-dumping laws and regulations and when evidence is found, pursue, fine, and/or prosecute offenders, and 3) educate the public about the potential consequences of illegal dumping. The program is operated with two part-time staff and one Clackamas County Sheriff Deputy from March through December each year. The funds received through this grant with the USDA Forest Service Mt. Hood National Forest will provide for approximately two months of program operations during FY21-22.

RECOMMENDATION:

Staff respectfully recommends the approval of the new grant agreement with USDA Forest Service Mt. Hood National Forest, and further recommends the Board delegate authority to the Interim Director of Business and Community Services to sign the grant agreement.

ATTACHMENTS:

Federal Financial Assistance Award of Domestic Grant 21-DG-11060600-006 Between Clackamas, County of and the USDA, Forest Service Mt. Hood National Forest funding agreement.

Respectfully Submitted,

Allegra Willhite

Allegra Willhite, Deputy Director
Business & Community Services

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 21-DG-11060600-006
Between
CLACKAMAS, COUNTY OF
And The
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

Program Title: DUMP STOPPERS: ILLEGAL DUMPING PREVENTION AND CLEAN UP

Upon execution of this document, an award to CLACKAMAS, COUNTY OF, hereinafter referred to as “Clackamas County,” in the amount of **\$19,152**, is made under the authority of Secure Rural Schools and Community Self Determination Act of 2000, Division C, Section 601(a), 16 U.S.C. 7101-7153; 16U.S.C. 500. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.665 Schools and Roads - Grants to States Payments to States. CLACKAMAS, COUNTY OF accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated February 26, 2021, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority does not require a match, however your organization has agreed to provide a match of \$5,745.60, as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at jessica.clark@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. Clackamas County shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS**. Individuals listed below are authorized to act in their respective areas for matters related to this award.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sarah Eckman Address: 150 Beaver Creek Rd., Ste 419 City, State, Zip: Oregon City, OR 97045 Telephone: 503-894-3135 Email: sarahste@clackamas.us	Name: Christina Dannenbring Address: 150 Beaver Creek Rd., Ste 419 City, State, Zip: Oregon City, OR 97045 Telephone: 503-742-4663 Email: cdannenbring@clackamas.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Rachel Lamedica Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1776 Email: Rachel.lamedica@usda.gov	Name: Jessica Clark Gifford Pinchot National Forest Address: 501 E 5 th Street, Building 404 City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)**. Clackamas County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- D. **LIMITATION OF FUNDS**. Forest Service funds in the amount of \$19,152 are currently available for performance of this award through 12/31/2022. The Forest Service’s ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until Clackamas County receives notice of availability confirmed in a written modification by the Forest Service.

- E. **REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE**. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	rachel.lamedica@usda.gov

- F. INDIRECT COST RATES. The Cooperator did not provide an approved indirect cost rate at the time of execution. There were no indirect costs included as part of budget provided by the Cooperator.

As new NICRAs are agreed to between Clackamas County and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, Clackamas County shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- G. PRIOR WRITTEN APPROVAL. Clackamas County shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. The start date of this award is 04/01/2021. Pre-award costs are authorized pursuant to 2 CFR 200.458. The end date, or expiration date is **12/31/2022**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- J. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

SARAH ECKMAN, Interim Director Business & Community Svcs
Clackamas County

Date

DUANE BISHOP, Acting Forest Supervisor
USDA Forest Service, Mt. Hood National Forest

Date

The authority and the format of this award (21-DG-11060600-006) have been reviewed and approved for signature.

SANDRA KRZEWSKI
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Clackamas County may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Clackamas County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Clackamas County or any third party.
- C. NOTICES. Any notice given by the Forest Service or Clackamas County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Clackamas County, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from

the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Clackamas County shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with Clackamas County's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. Clackamas County shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. USE OF FOREST SERVICE INSIGNIA. In order for Clackamas County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Clackamas County when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Clackamas County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Clackamas County is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Clackamas County may call on Forest Service's Office of Communication for advice regarding public notices. Clackamas County is requested to provide copies of notices

or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Clackamas County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. Clackamas County is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Clackamas County under this award.
- Any right of copyright to which Clackamas County purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Clackamas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained

online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish Clackamas County a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, Clackamas County appeal(s) the decision to the Forest Service's Director, Office of Grants & Agreements (OGA). Any appeal made under this provision shall be in writing and addressed to the Director OGA, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, OGA, Clackamas County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, OGA is final.
5. The final decision by the Director, OGA does not preclude Clackamas County from pursuing remedies available under the law.

P. AWARD CLOSEOUT. Clackamas County must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Clackamas County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow

and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. Clackamas County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Clackamas County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

1. Clackamas County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Clackamas County will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify Clackamas County in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. Clackamas County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Clackamas County agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on which the employee worked. The notification must be sent to the

Program Manager within 10 calendar days after Clackamas County learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Clackamas County must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- W. ELIGIBLE WORKERS. Clackamas County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Clackamas County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="06/02/2021"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="21-DG-11060600-006"/>
--	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="93-6002286"/>	* c. Organizational DUNS: <input type="text" value="0969926560000"/>
--	---

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name: <input type="text" value="Business and Community Service"/>	Division Name: <input type="text" value="County Parks & Forest"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number: Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA - Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.665

CFDA Title:

Secure Rural Schools and Community Self-Determination Act of 2000 - Title II

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected by Project.docx

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Dump Stoppers : Illegal Dumping Prevention and Clean Up

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="19,152.00"/>
* b. Applicant	<input type="text" value="5,745.60"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="24,897.60"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USFS Title II SRS		\$	\$	\$ 19,152.00	\$	\$ 19,152.00
2. Clackamas County					5,745.60	5,745.60
3.						
4.						
5. Totals		\$	\$	\$ 19,152.00	\$ 5,745.60	\$ 24,897.60

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) USFS Title II SRS	(2) Clackamas County	(3)	(4)	
a. Personnel	\$ 16,632.00	\$ 4,768.85	\$	\$	\$ 21,400.85
b. Fringe Benefits	2,520.00	976.75			3,496.75
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	19,152.00	5,745.60			\$ 24,897.60
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 19,152.00	\$ 5,745.60	\$	\$	\$ 24,897.60
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	USFS Title II SRS	\$	\$	\$	\$
9.	Clackamas County	5,745.60			5,745.60
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$ 5,745.60

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 8,150.00	\$ 0.00	\$ 4,075.00	\$ 4,075.00	\$ 0.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$ 8,150.00	\$ 0.00	\$ 4,075.00	\$ 4,075.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	USFS Title II SRS	\$ 0.00	\$ 5,501.00	\$ 5,501.00	
17.	Clackamas County		2,872.80	2,872.80	
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 0.00	\$ 8,373.80	\$ 8,373.80	

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	24,897.60	22. Indirect Charges:	
23. Remarks:			

21-DG-11060600-006
DUMP STOPPERS: ILLEGAL DUMPING PREVENTION AND CLEAN UP
Expanded Budget

Expanded Project Budget					
Cost Category Description	Federal Agency (FS)	Applicant	Partner 1	Partner 2	Total
A) Personnel (position*rate*time)					-
Coordinator \$289/day * 36	10,404.00				10,404.00
Assistant \$173/day * 36	6,228.00				6,228.00
Deputy \$317.92/day *15		4,768.85			4,768.85
<i>Subtotal</i>	16,632.00	4,768.85	-	-	21,400.85
B) Fringe Benefits - % Personnel					-
Coordinator \$43.50/day * 36	1,566.00				1,566.00
Assistant \$26.50/day * 36	954.00				954.00
Deputy \$65.12/day *15		976.75			976.75
<i>Subtotal</i>	2,520.00	976.75	-	-	3,496.75
C) Travel #people*#trips*perdiem/mileage					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
D) Equipment [1]>\$5000 (inventory list)					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
E) Supplies type*qty*cost					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
F) Contractual eg. cost/acres					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
G) Construction detail					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
H) Other (specify) detail					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
Total Direct Costs	19,152.00	5,745.60	-	-	24,897.60
I) Indirect Charges - include federally approved cost agreement					-
Project Total	19,152.00	5,745.60	-	-	24,897.60

[1] Equipment is single unit values of \$5,000 or greater with a useful life of more than 1 year. Please itemize equipment/costs.

Statement of Work
21-DG-11060600-006
SF-424 Application for FY 2018 USFS Secure Rural School Title II Funding
Dump Stoppers: Illegal Dumping Prevention and Clean Up

Program Overview

Clackamas County Dump Stoppers has been in operation since spring of 2003. The overall goal of the program is to restore forests more natural conditions by cleaning up illegally dumped waste and preventing habitat degradation by reducing the amount of dumping and other damaging behavior occurring in our forestlands. This is accomplished through three program areas of focus: 1) locate and **clean-up** trash dumps on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, pursue, fine, and/or prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Program staff includes a Clackamas County Sheriff Deputy, a seasonal Program Coordinator, a Program Assistant, and County Parks and Forest division administrative staff to manage fiscal monitoring and reporting. The Dump Stoppers program has funding and staffing resources to operate the program approximately 10 months a year.

Dump Stoppers is predicated on the idea that if we keep the forest clean, fewer people will dump garbage in the woods. Dumping is a widespread problem across landownership at the local, state and federal levels. The presence of the Dump Stoppers Deputy and the contact he makes with forest recreationists is instrumental in deterring dumping and other illegal activities within our program area.

Program Partnerships

Participating partner land managers/owners include: USFS Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Department of Environmental Quality, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Transportation, Oregon Department of Fish and Wildlife, and Hopkins Demonstration Forest. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County, and covers much of the central and all of the eastern portions of the county. Mt. Hood National Forest lands are about 545,000 acres or about 69% of the land base covered by the Dump Stoppers program.

Dump Stoppers works with several volunteer groups each year on coordinated clean-up efforts such as the Molalla Riverwatch in the Molalla River Corridor, and the Trash No Land grassroots organization in the Clackamas River basin.

Other program partners include Cascade Towing providing abandoned vehicle towing and extrication services, and Molalla Discount Tire which donates disposal services to the program. Additionally, Waste Management Sandy Transfer Station began waiving dump fees for the program in 2018, saving thousands of dollars each year.

Dump Site Cleanup

Field operations consist of a Program Coordinator and one Program Assistant, both of which are seasonal employees working approximately 10 months a year cleaning up dump sites reported by the public or program partners, or that have been located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping activities, and cover land owned by several different program partners.

Due to the Covid-19 pandemic the use of Clackamas County inmate correction crew labor to assist with dump site clean-up has not been available to the program in the last 10 months, but may be utilized again in the future.

Dump Stoppers staff encounter various types of dumpsites such as construction waste, landscape materials and debris, residential house garbage, paint and hazardous materials, shooting site debris, and abandoned vehicles and RVs to name a few. The Dump Stoppers program uses various cleanup methods and equipment including a Ford F-450 truck with a dump box, a Ford Ranger pickup to navigate forest spur roads that are narrow and overgrown with vegetation, and a flat-bed trailer for hauling RVs, boats, furniture and other large items. Smaller items are picked up using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the designated Metro HazMat disposal site. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed and other recreational vehicles, such as boats or trailers, are either towed or broken down by staff and hauled to a transfer station. The Dump Stoppers Program Assistant is a Master Recycler, and whenever possible separates scrap metals from debris and takes them to RS Davis Recycling in Clackamas, lowering the impact of waste going to the garbage dump. Tire dumps are taken to Molalla Discount Tire in Molalla for recycling. No grant funds are used to pay for recycling tasks.

In recent years, we've observed little change in overall volume of solid waste, but there has been a huge uptick in construction debris, and abandoned RVs. We suspect that a good deal of demo debris materials dumps are due to recently enforced regulations by transfer stations in the metro area. In April 2017, Oregon DEQ imposed even more restrictions on materials that potentially contain asbestos and thus requiring transfer stations to obtain asbestos testing certificates from anyone dropping off suspect materials. Over the last three years our Program Coordinator has received calls from the Sandy Transfer Station staff notifying him of trucks loaded with debris that were turned away from the transfer station due to non-compliance with DEQ requirements, and on more than one occasion the debris has been found dumped in the woods by our staff. In 2019 Dump Stoppers staff attended asbestos and lead 'awareness' training to better identify materials that contain asbestos. If these materials are found, staff collects samples for testing at a contracted laboratory. If the tests are positive, a licensed HazMat mitigation contractor would be notified to clean up the site and properly dispose of the materials. In 2019 an Intergovernmental Agreement with Oregon Department of Environmental Quality was signed for up to \$25,000 in expense reimbursement to the Dump Stoppers program related to HazMat debris identification, testing, and disposal.

Enforcement

The Dump Stoppers Sheriff Deputy will not be funded via any Title II dollars, but will be funded through Clackamas County matching dollars for this grant. The Deputy is an integral part of the program. The deputy will patrol all partner ownerships, concentrating more on areas that are known problems. Funding over the last several years has paid for the deputy to work 30 hours/week on a Thursday-Saturday schedule. Over the last year the deputy has located numerous offenders for both dumping of debris, and abandoned vehicles and boats. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation which includes a fine and/or requiring perpetrators to clean-up the dump. The program deputy stays in regular communication with law enforcement officers from the Forest Service and BLM.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas, which take pictures of vehicles, and often provide enough clarity license plate information can be obtained. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers Deputy will contact the suspect and take appropriate enforcement action. Camera placement, data collection, and review are performed by Dump Stoppers or County Forest staff and this work will not be funded through Title II dollars.

Education

While **Title II funding is not used to pay for educational activities**, education is still one of our primary objectives and is funded through other sources. The Dump Stoppers Deputy talks with forest recreationists about proper disposal of waste brought out to the woods, along with communicating the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting, and to simply add more law enforcement presence in the forest. The presence of the deputy certainly prevents some dumping activities, and provides information to people on safe locations for target shooting and off-roading so that our forests remain clean and safe.

Dump Stoppers has had articles about our program and the problems associated with illegal dumping published in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. Additional media communications come through local newspaper outreach, articles on volunteer clean-up efforts, and meetings with CPOs.

Printed program materials include a Clackamas County map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. These maps are distributed to recreationists by the Deputy and program staff to educate them on land ownership within Clackamas County and provide a guide to proper locations for shooting, off-roading, mushroom picking, and hunting. Additionally Dump Stoppers developed a one page tri-fold handout summarizing the recreational use policies of each of our partner agencies/companies. The fact that dumping is illegal on all of our partners' lands is highlighted and emphasized. These pamphlets are distributed to forest users by the Dump Stoppers Deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dump sites that have evidence are given case numbers and entered into a database that is maintained by program staff. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record in spreadsheet format by date, material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from. The Dump Stoppers Deputy tracks address information for the visitors he encounters, along with violators who receive citations. This data gives us a better idea of where people are coming from who dump in our forest lands. This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date.

County Park & Forest accounting staff works directly with the Clackamas County Finance department to stay up-to-date on all financial reporting requirements for all funding sources for the program.

Program Funding

In recent years, the program has been funded through a combination of USFS Title II and Non-Title II funds, BLM Title II and Non-Title II funds, USFS Retained Receipts funding from stewardship contracting, and grant match dollars provided from Clackamas County's Sustainability and Solid Waste division. In recent years the BLM has provided additional funding from their regular budget (non-grant funds). Additional program in-kind support comes from our public/private partners and their law-enforcement personnel working collaboratively with Dump Stoppers staff to identify and clean up dump sites. These funds total approximately the \$130,000 necessary to fund staff and program expenditures for the 10 months per year the Dump Stoppers program operates.

Please refer to the expanded budget to see daily rates for personnel. Daily costs for the deputy are estimated as they vary depending on which deputy is assigned to work for Dump Stoppers each year.

Project Timeline

List tasks and time frames relative only to the scope of this grant, consultants or organization responsible for carrying out each task. Potential obstacles should be addressed.

Tasks	Time Frame	Responsible Party
Dump Site location and clean-up	4/1/21 - 12/31/22	Clackamas County Dump Stoppers Coordinator and Assistant
Enforcement of County Ordinances, State and Federal laws related to illegal dumping	4/1/21/-12/31/22	Dump Stoppers Deputy Sheriff contracted through the Clackamas County Sheriffs Office
Education of the public on illegal dumping consequences	4/1/21 - 12/31/22	Dump Stoppers Coordinator, Assistant, and Deputy Sheriff



WHISTLEBLOWER INFORMATION

for

USDA CONTRACTORS, SUBCONTRACTORS, GRANTEES, SUBGRANTEES, and PERSONAL SERVICES CONTRACTORS

Employees of USDA contractors, subcontractors, grantees, and subgrantees and personal services contractors perform an important service by reporting what they reasonably believe to be evidence of wrongdoing.

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees against reprisal for whistleblowing. In addition, under 41 U.S.C. § 4712, it is illegal for an employee of a Federal contractor, subcontractor, grantee, subgrantee or for a personal services contractor to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

The USDA Office of the Inspector General (USDA OIG) has jurisdiction to investigate allegations of reprisal for whistleblowing by employees of USDA contractors, subcontractors, grantees, subgrantees, and personal services contractors. Information on how to report suspected reprisal to the OIG is available at: <https://www.usda.gov/oig/wpc>.

What is a whistleblower?

A whistleblower is an employee of a Federal contractor, subcontractor, grantee, or subgrantee or a personal services contractor who discloses information that the individual reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
-

To whom must the disclosure be made to be protected?

To be protected under 41 U.S.C. § 4712, a disclosure regarding a USDA contract, subcontract, grant, subgrant or personal services contract must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;

- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

(Disclosures involving classified information should be made in accordance with otherwise applicable laws, and individuals should consult with the OIG to ensure that such disclosures are made appropriately). See information under PPD-19 for instructions on such.

What can I do if I believe retaliation has occurred?

Employees of contractors, subcontractors, grantees, subgrantees or personal services contractors may file a complaint under 41 U.S.C. § 4712 with the OIG, which will investigate the matter unless the OIG determines that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. If the OIG finds that retaliation has occurred, it can recommend that the Department order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Also, if you are an employee of USDA or of a USDA contractor, subcontractor, grantee, subgrantee, or if you are a personal services contractor and you suspect that a personnel action or an action affecting access to classified information has been taken against you in reprisal for making a disclosure of wrongdoing, you may report it to the OIG.

Nothing in a non-disclosure agreement should be interpreted as limiting your ability to provide information to the OIG.

For further information about whistleblower rights and protections, please see the Whistleblower Ombudsman page on the OIG's website at: <https://www.usda.gov/oig/wpc>.

Note: If you wish to make a whistleblower disclosure or report reprisal for doing so outside USDA you may contact the U.S. Office of Special Counsel website <https://osc.gov>.

How can I report wrongdoing to USDA OIG?

If you know about fraud, waste, abuse, misconduct, or reprisal relating to a USDA employee, program, contract, or grant you may report it to the OIG through the OIG Hotline:

Phone: (800) 424-9121

Fax: (202) 690-2474

Online: <https://www.usda.gov/oig/hotline.htm>

Mailing Address: USDA OIG Hotline

P.O. Box 23399

Washington, D.C. 20026



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Purchase HPE Proliant servers for County datacenter infrastructure

Purpose/Outcomes	Replace aging HPE servers in TS/DSB Datacenters. This will improve system performance, reliability, capacity, and help ensure the County can meet the growing demand for server hosting and application performance.
Dollar Amount and Fiscal Impact	\$228,032.64 Total Purchase cost from CDW through the State of Oregon Cooperative opportunity # 5603.
Funding Source	Existing Technology Services Allocated budget. Specifically, 747-0227 capital fund.
Duration	5 years
Previous Board Action	none
Strategic Plan Alignment	Direct support for County and Technology Service initiatives for: <ul style="list-style-type: none"> - Build a strong infrastructure - Build public trust through good government
Counsel Review	Counsel reviewed/approved transaction method on 6/10/21 Counsel Initials: AN
Contact Person	Dave Devore (503) 723-4996

BACKGROUND:

Some of Clackamas County's critical datacenter server equipment is approaching End-of-Support (EoS) status. These servers are the primary hosts for the County's virtual server infrastructure. Essentially the County has 12 physical server hosts that house over 500 virtual server guests. The guest servers deliver nearly all of the applications and services used to conduct County business. This project will replace the oldest of these servers with new versions that enable higher performance and overall greater capacity.

Funds for this Agreement are budgeted in the Technology Services budget in Fund 747 Program 227. TS will continue to budget funds for the duration of this agreement through FY21-22 and FY22-23.

PROCUREMENT PROCESS

Technology Services staff requested three quotes from vendors for the exact same system specifications and quantities. The quotes ranged \$351,259.56 to \$228,032.64. The lowest quote was from CDW under the Oregon State contract #5603, which meets the requirements of Permissive Cooperative Procurements under LCRB Rule C-046-0430, using this contract offers significant costs savings to the County. County Counsel has reviewed and approved the cooperative contract and this transaction.

RECOMMENDATION:

Staff respectfully recommends approval of the purchase of HPE servers through CDW. Staff further recommends that the Board delegate authority to the Technology Services Director to sign agreements necessary in the ongoing performance of this agreement.

Sincerely,



David Cummings, CIO
Director, Clackamas County Technology Services

Placed on the _____ agenda by Procurement

Approval of purchase _____
Chair

Recording Secretary



Bid/Quote Tabulation Form

To be used for all purchases between \$5,000.01 - \$50,000.00, unless otherwise approved by Procurement. Three bids must be obtained from different vendors.

Date:

To: Procurement Division: PACSrequest@clackamas.us

Contract Facilitator: Phone Ext:

Contract Administrator: Phone Ext:

Department/Division:

Were at least three bids/quotes obtained? Yes No, explain reason:

Reason:

Bid/Quote #	Vendor Name	Price	Not Quoting
#1	<input type="text" value="CDW"/>	<input type="text" value="228,032.64"/>	<input type="checkbox"/>
Date Contacted	<input type="text" value="4-7-21"/>	Date bid/quote received	<input type="text" value="5-6-21"/>
#2	<input type="text" value="SHI"/>	<input type="text" value="351,259.56"/>	<input type="checkbox"/>
Date Contacted	<input type="text" value="4-7-21"/>	Date bid/quote received	<input type="text" value="4-19-21"/>
#3	<input type="text" value="Connection"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Date Contacted	<input type="text" value="4-7-21"/>	Date bid/quote received	<input type="text" value="No Response"/>
#4	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Date Contacted	<input type="text"/>	Date bid/quote received	<input type="text"/>

Selected Vendor:

Contact Name: Email:

Address: Phone:

Account String: R 2 1

Generally the contract should be awarded to the vendor with the lowest price conforming Bid/Quote. If you request exception to the low price award, explain justification:

Reason:

How is the purchase to be completed?

- Department Issued Field PO # [Purchase of Goods only]
- Request that Procurement Issue PO, Create Contract, or pay with Procurement P-Card.

Goods & Services/Professional

Contract Effective Date:

Contract Expiration Date:

Construction Trades

Substantial Completion:

Final Completion:

BOLI/Davis Bacon No Yes

CCB#:

Is this project grant funded? No Yes – If Yes, attach a copy of the grant.

Note: You must submit subrecipient vs. contractor determination if grant funded.

By submission of this Bid/Quote Tabulation Form, I certify that there are sufficient funds in the above referenced account string for the purchase.

Budget Authority Approval:

Date:

Submit with Form: All written quotes, scope of work, and any specifications sent to vendors



DL360 GEN10, 6 nodes, 5YR Proposal

Prepared For: Clackamas County

Customer #: 11239970

Attention: Chris Fricke

Project: Server Refresh

Date: 5/6/2021

Contract: 1 HVAR 5603

Submitted By: Adam Ryan

Executive Account Manager

Phone: (312) 705-8589

E-Mail: adamrya@cdw.com

Quote #: 122728378-1

	Qty.	Part Numbers	Description	
Hardware	6	P19766-B21	HPE DL360 GEN10 8SFF NC CTO SVR	
	6	P24488-L21	INTEL XEON-G 6258R FIO KIT FOR DL360 G10	
	6	P24488-B21	INTEL XEON-G 6258R KIT FOR DL360 GEN10	
	144	P00930-B21	HPE 64GB 2RX4 PC4-2933Y-R SMART KIT	
	12	P18432-B21	HPE 480GB SATA MU SFF SC MV SSD	
	12	727055-B21	HPE 10GBE 2P SFP+ X710 ADPTR	
	6	P02377-B21	HPE SMART HYBRID CAPACITOR W/ 145MM CBL	
	6	869081-B21	HPE SMART ARRAY P408I-A SR G10 LH CTRLR	
	6	727054-B21	HPE 10GBE 2P FLR-SFP+ X710 ADPTR	
	6	871244-B21	HPE DL360 GEN10 HIGH PERF FAN KIT	
	12	865414-B21	HPE 800W FS PLAT HT PLG LH PWR SPLY KIT	
	6	734811-B21	HPE 1U CMA FOR EASY INSTALL RAIL KIT	
	6	867984-B21	HPE DL360 GEN10 INTRUSION DETECTION KIT	
	6	867996-B21	HPE DL360 GEN10 SFF SID PWR MODULE KIT	
	6	874543-B21	HPE 1U GEN10 SFF EASY INSTALL RAIL KIT	
			Extended Sell	
			Hardware Total:	\$203,611.92
Software	6	E6U64ABE	HPE ILO ADV ELEC LIC 3YR SUPPORT	
			Extended Sell	
			Software Total:	\$2,378.82
Support	1	HU4A6A5	HPE 5Y TC ESSENTIAL SVC	
	6	HU4A6A5 R2M	HPE ILO ADVANCED NON BLADE SUPPORT	
	6	HU4A6A5 WAG	HPE DL360 GEN10 SUPPORT	
			Extended Sell	
			Support Total:	\$22,041.90
			Extended Sell	
			Solution Total:	\$228,032.64

Pricing expires 30 calendar days from date on Proposal

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdw.com/content/cdw/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.



Pricing Proposal
Quotation #: 20345193
Created On: 4/15/2021
Valid Until: 5/14/2021

County of Clackamas

Chris Fricke

OR
United States
Phone: (503) 655-8322
Fax:
Email: CFricke@clackamas.us

Inside Account Manager

Yasmean Brown

290 Davidson Ave
Somerset, NJ 08873
Phone: (732)652-4710
Fax:
Email: Yasmean_Brown@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE DL360 Gen10 8SFF NC CTO Svr HP, Inc. - Part#: P19766-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$962.51	\$5,775.06
2 U.S. - English localization Hewlett Packard Enterprise - Part#: P19766-B21 ABA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
3 Intel Xeon-G 6258R FIO Kit for DL360 G10 HP, Inc. - Part#: P24488-L21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$4,361.70	\$26,170.20
4 Intel Xeon-G 6258R Kit for DL360 Gen10 Hewlett Packard Enterprise - Part#: P24488-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$4,361.70	\$26,170.20
5 Factory integrated Hewlett Packard Enterprise - Part#: P24488-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
6 HPE 64GB 2Rx4 PC4-2933Y-R Smart Kit HP, Inc. - Part#: P00930-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	144	\$1,725.52	\$248,474.88
7 Factory integrated Hewlett Packard Enterprise - Part#: P00930-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	144	\$0.00	\$0.00
8 HPE 480GB SATA MU SFF SC MV SSD Hewlett Packard Enterprise - Part#: P18432-B21 Contract Name: Omnia Partners - IT Solutions	12	\$345.10	\$4,141.20

Contract #: 2018011-02

9	Factory integrated Hewlett Packard Enterprise - Part#: P18432-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	12	\$0.00	\$0.00
10	HPE 10GbE 2p SFP+ X710 Adptr Hewlett Packard Enterprise - Part#: 727055-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	12	\$445.62	\$5,347.44
11	Factory integrated HP, Inc. - Part#: 727055-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	12	\$0.00	\$0.00
12	HPE Smart Hybrid Capacitor w/ 145mm Cbl Hewlett Packard Enterprise - Part#: P02377-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$127.32	\$763.92
13	Factory integrated HPE - IMSourcing - Part#: P02377-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
14	HPE Smart Array P408i-a SR Gen10 Ctrlr Hewlett Packard Enterprise - Part#: 804331-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$434.90	\$2,609.40
15	Factory integrated Hewlett Packard Enterprise - Part#: 804331-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
16	HPE 10GbE 2p FLR-SFP+ X710 Adptr Hewlett Packard Enterprise - Part#: 727054-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$432.22	\$2,593.32
17	Factory integrated Hewlett Packard Enterprise - Part#: 727054-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
18	HPE DL360 Gen10 High Perf Fan Kit Hewlett Packard Enterprise - Part#: 871244-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$295.52	\$1,773.12
19	Factory integrated Hewlett Packard Enterprise - Part#: 871244-B21 0D1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
20	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit HP, Inc. - Part#: 865414-B21 Contract Name: Omnia Partners - IT Solutions	12	\$253.97	\$3,047.64

Contract #: 2018011-02

21	Factory integrated Hewlett Packard Enterprise - Part#: 865414-B21 OD1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	12	\$0.00	\$0.00
<hr/>				
22	HPE 1U CMA for Easy Install Rail Kit Hewlett Packard Enterprise - Part#: 734811-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$29.48	\$176.88
<hr/>				
23	Factory integrated Hewlett Packard Enterprise - Part#: 734811-B21 OD1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
<hr/>				
24	HPE DL360 Gen10 Intrusion Detection Kit HP, Inc. - Part#: 867984-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$43.56	\$261.36
<hr/>				
25	Factory integrated Hewlett Packard Enterprise - Part#: 867984-B21 OD1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
<hr/>				
26	HPE DL360 Gen10 SFF SID Pwr Module Kit HP, Inc. - Part#: 867996-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$109.90	\$659.40
<hr/>				
27	Factory integrated HP, Inc. - Part#: 867996-B21 OD1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
<hr/>				
28	HPE 1U Gen10 SFF Easy Install Rail Kit HP, Inc. - Part#: 874543-B21 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$73.71	\$442.26
<hr/>				
29	Factory integrated HP, Inc. - Part#: 874543-B21 OD1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$0.00	\$0.00
<hr/>				
30	HPE iLO Adv Elec Lic 3yr Support Hewlett Packard Enterprise - Part#: E6U64ABE Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$314.28	\$1,885.68
<hr/>				
31	HPE 5Y TC Essential SVC HP, Inc. - Part#: HU4A6A5 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
<hr/>				
32	HPE iLO Advanced Non Blade Support HP, Inc. - Part#: HU4A6A5 R2M	6	\$49.73	\$298.38

Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02

33 HPE DL360 Gen10 Support HP, Inc. - Part#: HU4A6A5 WAG Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$3,444.87	\$20,669.22
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Total	\$351,259.56
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Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CHRISTINA L. McMAHAN
DIRECTOR

JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #10 Intergovernmental Agreement 2015001 with Multnomah County for Assessment and Evaluation Service Beds for Clackamas County Youth

Purpose/Outcomes	Amend the Intergovernmental Agreement to extend through Fiscal Year 21-22, and continue the purchase of assessment and evaluation beds to June 30, 2022.
Dollar Amount and Fiscal Impact	\$126,449 for Fiscal Year 21-22. This is a budgeted expense
Funding Source	These beds are funded with General Fund.
Duration	Effective July 1, 2021 and terminates on June 30, 2022.
Previous Board Action	This IGA was originally signed on September 11, 2014 (Agenda Item E.1), Amendment #1 was approved June 18, 2015 (Agenda Item E.1), Amendment #2 was approved October 1, 2015 (Agenda Item D.2), Amendment #3 was approved January 28, 2016 (Agenda Item B.1), Amendment #4 was approved June 29, 2016 (Agenda Item E.1), Amendment #5 was approved June 8, 2017 (Agenda Item F.1), Amendment #6 was approved June 21, 2018 (Agenda Item F.1), Amendment #7 was approved June 20, 2019 (Agenda Item E.2), Amendment #8 was approved April 23, 2020 (Agenda Item D.1), Amendment #9 was approved November 25, 2020 (Agenda Item E.1)
Strategic Plan Alignment	1. The purpose of the Evaluation and Treatment Services Program is to provide targeted evaluation services, treatment referrals and skills groups referrals, and individualized case planning services to youth referred to the Department so they can successfully complete individualized case plan goals that promote positive change. 2. Ensure safe, healthy and secure communities.
Counsel Review	June 10, 2021 Counsel Initials: JM
Procurement Review	Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This item is an IGA.

Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	2015001 Amendment 10

BACKGROUND:

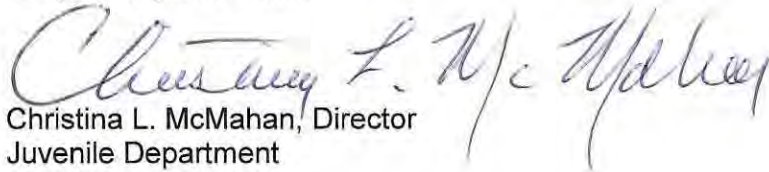
The mission of the Clackamas County Juvenile Department (“CCJD”) is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

Attached is Amendment No. 10 to IGA No 2015001. This IGA is to continue purchasing secure Assessment and Evaluation (A&E) service beds from Multnomah County’s Qualified Residential Treatment Program for eligible youth who are under the supervision of Clackamas County Juvenile Department. Clackamas County Juvenile Department has purchased Multnomah County’s A&E services since 2014. The Multnomah County A&E program serves youth 13-17, who require a staff secured, out of home placement for assessment/evaluation, stabilization and transition service plan developed by a Mental Health Consultant, the youth, and their parent/guardian. The A&E service may also include additional assessments, like alcohol and drug, or psychological/psychiatric, as well as individual and group counseling, skill building, family counseling, and parent training. This Amendment extends services and specifies costs through June 30, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment No. 10 Intergovernmental Agreement.

Respectfully submitted,


Christina L. McMahan, Director
Juvenile Department

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 10
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 10

This is an amendment to Multnomah County's Contract referenced above effective September 15, 2014, between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

1. The following changes are made to Contract No. 2015001, effective July 1, 2021:

(Note: Wording with ~~strike through~~ is being deleted; wording in ***bold italics*** is being added.)

- a. Article II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2024~~ ***June 30, 2022.***

- b. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$254.84 per bed day through June 30, 2022, up to a maximum of ~~\$759,314~~ ***\$885,763.*** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$759,314~~ ***\$885,763*** shall be divided as follows:

September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570
July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570
July 1, 2017 – June 30, 2018 Amount to be paid: \$117,756
July 1, 2018 – June 30, 2019 Amount to be paid: \$142,756
July 1, 2019 – June 30, 2020 Amount to be paid: \$153,428
July 1, 2020 – June 30, 2021 Amount to be paid: \$126,449
July 1, 2021 – June 30, 2022 Amount to be paid: \$126,449.

MULTNOMAH shall be paid the current BRS rate. If the BRS rate changes during the term of the Contract, County shall be notified of the rate change via letter. The contents of the letter(s) shall become a part of this Contract as if fully set forth herein.

2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: n/a

Signature: _____

Date: _____

Print Name: _____

Dept Director or Designee: _____

Title: _____

Date: _____

Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a

Approved as to form by:  _____

Date: _____

Date: 6/10/2021



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract between Murraysmith, Inc. for
Engineering Design Services for the Force Main on I-205

Purpose/Outcome	<i>Provide design engineering services for the force main on I-205</i>
Dollar Amount and Fiscal Impact	<i>Total Contract Value of \$500,000.</i>
Funding Source	<i>639-01-20100-481010-P632336 – WES Funds</i>
Duration	<i>From execution through December 30, 2021</i>
Previous Board Action/Review	<i>Issues hearing: July 6, 2021</i>
Strategic Plan Alignment	<p>1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, Infrastructure Strategy and Performance and Operational Optimization.</p> <p>2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.</p>
Counsel Review	<p>1. <i>Date of Counsel review: June 16, 2021</i></p> <p>2. <i>Initials of County Counsel: AK</i></p>
Procurement Review	1. Was the item processed through Procurement? Yes.
Contact Person	<i>Jessica Rinner, Civil Engineering Supervisor , 503-742-4551</i>
Contract No.	<i>4209</i>

BACKGROUND:

The WES Sanitary Sewer System Master Plan (SSMP), completed in 2019, identified the Willamette Area in West Linn as having existing capacity deficiencies. To address the capacity deficiencies, additional pumping capacity and an increase in downstream conveyance capacity, including a new Willamette River crossing to transport the flows to treatment will be required. WES is currently working on an alternatives analysis to determine a preferred alternative. The SSMP assumed two alternatives for an under river crossing. Recent work estimated capital costs of these alternatives at \$25M-\$30M and difficult construction for a dual pipelines that would also lend redundancy to the Bolton/River Street force mains.

Recently, WES became aware that Oregon Department of Transportation (ODOT) was well along in designing an expansion of the Abernathy (I-205) Bridge across the Willamette River between West Linn and Oregon City and that it would be feasible to suspend the Willamette force main from the bridge. Suspending the new pipe on the bridge is estimated to cost \$5M-

\$7M, saving WES between \$5M and \$10M compared to an under-river crossing for the Willamette pipe.. WES will explore pipe bursting as a potentially lower cost alternative for Bolton/River Street force main redundancy to avoid any under river crossing.

A challenge is that the design of the bridge will nearing 90% after which time, significant changes, such as adding a pipe, cannot be made. The design of the force main will need to be completed in August. There is not time to do the traditional procurement process for design services. Murraysmith designing a water pipe, similar in size and scope to our force main to be suspended from the bridge. If we are to add the force main to the bridge, Murraysmith will need take on the design as they would be able to coordinate placement of the force main with the West Linn water pipe. They have indicated they have capacity to do the work. Their design work will be billed on a time and materials basis with a not to exceed cap.

PROCUREMENT PROCESS:

This project was identified and approved as a single candidate purchase. Procurement and Contract Services advertised a Notice of Direct Purchase in accordance with ORS 279B and LCRB Rules C-046-0500 (4) (F) on June 1, 2021. The notice was active for 7 days and did not receive any protests.

RECOMMENDATION:

Staff recommends the Board approve the Contract with Murraysmith, Inc. for the design and engineering services for the placement of the force main on I-205.

Respectfully submitted,



[Greg Geist \(Jun 29, 2021 13:11 PDT\)](#)

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.

BCC Staff Report - Murraysmith-LC Final

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPnBpoRnnROZ0rwbHVcUVLua0r8-iemBB

"BCC Staff Report - Murraysmith-LC Final" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)
2021-06-29 - 8:05:26 PM GMT- IP address: 73.37.89.221
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature
2021-06-29 - 8:05:56 PM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)
2021-06-29 - 8:10:31 PM GMT- IP address: 104.143.198.175
-  Document e-signed by Greg Geist (ggeist@clackamas.us)
Signature Date: 2021-06-29 - 8:11:06 PM GMT - Time Source: server- IP address: 73.37.40.113
-  Agreement completed.
2021-06-29 - 8:11:06 PM GMT