



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of the Interagency Agreement between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	Maximum contract value of \$328,745.
Funding Source	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division.
Duration	July 1, 2019 – June 30, 2020
Previous Board Action	<ul style="list-style-type: none"> Annual agreement renewal May 10, 2018 – Business Meeting: Approval of Interagency Agreement for FY 2018-19
County Counsel	County Counsel authored this agreement.
Strategic Plan Alignment	<ul style="list-style-type: none"> Build public trust through good government Ensure safe, healthy and secure communities
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4471 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	#9300

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of the Interagency Agreement with the County's Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs and helps them to remain independent and interactive in the community.

In December 2015, H3S Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option to renew for four additional years. NCPRD was the sole proposer and was awarded the contract after negotiations. This is the fourth renewal of this agreement.

RECOMMENDATION:

Staff respectfully recommend the Board approve the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300 and authorize the Director or Deputy Director of Business and Community Services to execute all documents necessary to effectuate the same.

ATTACHMENT:

Interagency Agreement #9300 between NCPRD and H3S-Social Services division.

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

INTERGOVERNMENTAL AGREEMENT #9300

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER

Fiscal Year 2019-2020

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INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services Department/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPRD-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

II. SCOPE OF WORK AND COOPERATION

- A. NCPRD-MILWAUKIE agrees to accomplish the work under this contract for State and Federally funded services as outlined in Exhibit 1 - Purpose, Service Descriptions and Service Objectives.
- B. NCPRD-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
 - 1. Provide rides using NCPRD-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. H3S-SSD agrees to:
 - 1. Provide technical assistance in service provision, budget and reporting.
 - 2. Provide structured opportunities to NCPRD-MILWAUKIE staff to network with similar program providers.
 - 3. Provide training opportunities to NCPRD-MILWAUKIE staff.

III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$328,745**:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$36,967
Older Americans Act III-C1	93.045	\$110,311
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,493
Special Program Allocation (State Fund)	N/A	\$715
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250

STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

B. Method of Payment. To receive payment the NCPRD-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B and III-C and 34.34% for Title III-E. Provider match is provided as in-kind by providing services beyond the contracted units. Any in-kind services provided under one Title in excess of the required units needed as match may be used for match of other titles. Example: Excess Case Management hours may be used to match Title III-C
3. NCPRD-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit required 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, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPRD-MILWAUKIE.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed...

D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPRD-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPRD-MILWAUKIE were in excess of the amount to which the NCPRD-MILWAUKIE was entitled, then the NCPRD-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

IV. LIAISON RESPONSIBILITIES

H3S-SSD ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPRD-MILWAUKIE.

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPRD-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPRD-MILWAUKIE 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.
3. 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, NCPRD-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPRD-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPRD-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPRD-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of the NCPRD-MILWAUKIE; volunteers of the NCPRD-MILWAUKIE; employees and volunteers of NCPRD-MILWAUKIE's subcontractors and direct care providers of clients for which NCPRD-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPRD-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPRD-MILWAUKIE's subject individuals as requested.

5. Mandatory Reporting of Elder Abuse. SUBREIPIENT 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 the NCPRD-MILWAUKIE's clients to whom the NCPRD-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPRD-MILWAUKIE 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.

7. Confidentiality of Client Information.
 - i. All information as to personal facts and circumstances obtained by the NCPRD-MILWAUKIE 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, H3S-SSD and NCPRD-MILWAUKIE will share information as necessary to effectively serve DHS Clients.
- B. AGENCY Standard Terms and Conditions. The NCPRD-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.
- C. Indemnity.
 1. Non-Medical rides for Medicaid clients funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE or its officers, employees, Subcontractors, or agents.
 2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPRD-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPRD-MILWAUKIE, its employees, representatives, or subcontractors.
 3. Special Transportation Funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, 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 NCPRD-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
- D. Insurance. During the term of this contract NCPRD-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
 1. Commercial General Liability

- i. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$\$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

2. Commercial Automobile Liability

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

3. Additional Insurance Provisions

- i. 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.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - a) 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;
 - b) give Ride Connection and Tri-Met not less than thirty (30) days’ notice prior to termination or cancellation of coverage; and
 - c) 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.
- iii. Required for Special Transportation Funding – the insurance shall:
 - a) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
 - b) give Tri-Met not less than thirty (30) days’ notice prior to termination or cancellation of coverage.

E. Workers’ Compensation

- 1. NCPRD-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 2. NCPRD-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPRD-MILWAUKIE's breach of the warranty under this Paragraph.

F. Accessibility to Programs, Services and Activities. NCPRD-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

- 1. NCPRD-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
 - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - iii. When communicating with individuals make available:
 - a) Written materials in alternate format,
 - b) Qualified interpreters or auxiliary aids and services to refer individuals,
 - c) And access via text telephone (TTY);

- iv. When a location for a service, program or activity is not physically accessible NCPRD-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPRD-MILWAUKIE or with a sub-contractor;
- v. Display notices in NCPRD-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
- vi. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPRD-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the County Administrator.

VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2019** and is scheduled to terminate **June 30, 2020**.

Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPRD-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- C. If any license or certificate required by law or regulation to be held by the NCPRD-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If NCPRD-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPRD-MILWAUKIE fails to comply with any requirements in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Future Support. The H3S-SSD makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

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.

VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

<p>GOVERNMENTAL UNIT <u>North Clackamas Parks and Recreation District</u> Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board</p> <p>_____</p> <p>Laura Zentner, Director Business & Community Services</p> <p>_____</p> <p>Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board</p> <p>_____</p> <p>Richard Swift, Director Health, Housing, & Human Services Dept.</p> <p>_____</p> <p>Date</p>
<p>Approved as to Content:</p> <p>_____</p> <p>Marty Hanley, Center Supervisor</p> <p>_____</p> <p>Date</p>	<p>Approved as to Content:</p> <p>_____</p> <p>Brenda Durbin, Social Services Div. Director</p> <p>_____</p> <p>Date</p>

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. 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 ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

B. DESCRIPTION OF SERVICES

- 1. 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:
 - a) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - b) Utilize an approved County-wide standardized assessment/intake form.
 - c) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - d) May be billed upon submission of assessment/intake form.
 - i. Service Implementation & Monitoring:
 - a) Provide early identification of current or potential problem areas.
 - b) Assess the need for changes/improvements in service.
 - c) Identify any gaps/unmet needs.
 - d) Review intervention results to determine if what was done achieved the desired result.
 - e) Determine if services should be discontinued.
 - f) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- 2. 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
- 3. 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.
- 4. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- 5. 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. Milwaukie Center Transportation Consortium Goals:
 - a) Continue coordination with H3S-SSD's Transportation Reaching People program.
 - b) Increase replacement reserve fund with separate accounting
 - c) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - d) Continue regular publicity/marketing efforts regarding transportation program
 - e) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - f) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - a) 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. NCPRD-MILWAUKIE 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. H3S-SSD will coordinate completion and distribution of forms for NCPRD-MILWAUKIE and case managers through the Transportation Reaching People (TRP) program.
 - b) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:

<u>One person, one-way ride:</u>	<u>\$14.00 per ride</u>
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 - c) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- d) Trips will be tracked daily by client and type of ride. This information will be sent monthly to H3S-SSD, and be available for State and Federal representatives for audit purposes.
- iii. NCPRD-MILWAUKIE will be responsible for:
- a) 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.
 - b) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - c) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - d) 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.
- 6. FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Milwaukie Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- 7. 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 North Clackamas Park & Recreation District service area to enhance visibility and encourage participation. One unit is one meal served.
- 8. EVIDENCE-BASED HEALTH & WELLNESS PROGRAMS** – 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.
- 9. CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

10. LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes – A service provided by NCPRD-MILWAUKIE 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 H3S-SSD prior to the November 30, 2015 deadline.

C. SERVICE OBJECTIVES

1. 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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE CSC completes assessment on a H3S-SSD approved assessment/intake form.
- iii. NCPRD-MILWAUKIE CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. NCPRD-MILWAUKIE CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. NCPRD-MILWAUKIE CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. NCPRD-MILWAUKIE CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. 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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

- iii. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - H3S-SSD Responsibilities

Objective: To provide NCPRD-MILWAUKIE with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. H3S-SSD will provide orientation on H3S-SSD's I&R program to NCPRD-MILWAUKIE I&A staff.
- ii. H3S-SSD will notify NCPRD-MILWAUKIE's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by NCPRD-MILWAUKIE.

4. Information and Assistance - NCPRD-MILWAUKIE Responsibilities

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

Elements:

- i. NCPRD-MILWAUKIE will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the NCPRD-MILWAUKIE as an I & A Specialist.
- ii. NCPRD-MILWAUKIE will notify H3S-SSD I & A Coordinator and Contract Specialist within 30 days of any change in NCPRD-MILWAUKIE's designated I & A Specialist, and will schedule an on-site training with the H3S-SSD I & A Coordinator for the new designee within 60 days of appointment.
- iii. NCPRD-MILWAUKIE's I & A Specialist will attend a minimum of 6 monthly H3S-SSD "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. NCPRD-MILWAUKIE's I & A Specialist will update center information for the H3S-SSD 's Community Resources Guide, initiate notification to H3S-SSD 's I&R program regarding any changes to NCPRD-MILWAUKIE programs, and notify H3S-SSD 's I&R program of any significant changes in local community resources.
- v. NCPRD-MILWAUKIE I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the H3S-SSD 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. NCPRD-MILWAUKIE Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. NCPRD-MILWAUKIE makes referral and follows up with client within a 2 day work period.
- iii. NCPRD-MILWAUKIE annotates follow up taken and number of referrals needed on Referral Log.
- iv. NCPRD-MILWAUKIE Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for North Clackamas Park & Recreation District service area residents age 60 and older.

Elements:

- i. NCPRD-MILWAUKIE schedules and makes presentations to local groups throughout the contract year.
- ii. NCPRD-MILWAUKIE keeps a record of information given to groups such as:
 - a) outline of presentation
 - b) copies of flyers, brochures, etc. distributed
 - c) names and number of people in group presented to

6. Transportation

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

Elements:

- i. NCPRD-MILWAUKIE designates one person to be coordinator for the transportation program. This person will be responsible for:
 - a) Recruiting drivers.
 - b) Submitting criminal checks
 - c) Ensuring all drivers meet Ride Connection training requirements
 - d) Scheduling road tests for all drivers.
 - e) Conducting periodic/seasonal driver safety training.
 - f) Providing a copy of written procedures for transportation services to each driver.
 - g) Scheduling vehicle maintenance.
 - h) Maintain daily Pre- and Post- trip Reports
- ii. NCPRD-MILWAUKIE provides transportation as scheduled each day.
- iii. NCPRD-MILWAUKIE maintains system to document each trip of each day.

7. Food Service

Objective 1: To produce and deliver contracted number of meals throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE submits each month's menu to H3S-SSD's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use

computerized nutrient analysis to assure meals are in compliance with nutritional requirements.

- b) The cycle for the cycle menu system must be at least nine weeks long.
- c) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
- d) Menus should reflect the tastes and appetites of the current elderly population.
- e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by NCPD-MILWAUKIE should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.

- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to H3S-SSD within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6 To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. NCPRD-MILWAUKIE must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. NCPRD-MILWAUKIE must have a new employee orientation.
- iii. NCPRD-MILWAUKIE must have a training plan that includes training for employees and supervisory staff.

8. 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 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:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) 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. NCPRD-MILWAUKIE plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. NCPRD-MILWAUKIE provides opportunities to promote personal growth and self-image.
- iii. NCPRD-MILWAUKIE provides opportunities for a variety of types and levels of involvement.
 - a) Small and large group activities
 - b) Active and spectator participation
 - c) Participation with the general community and other generations.
- iv. NCPRD-MILWAUKIE plans activities which are flexible and responsive to change in:
 - a) Individual participant needs and interests.
 - b) Characteristics of the service area's older population.
 - c) Other programs in the relevant service area.

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

Elements:

- i. NCPRD-MILWAUKIE publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. NCPRD-MILWAUKIE ensures Center is identified by an easily visible sign at its entrance.
- iii. NCPRD-MILWAUKIE posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE identifies needs and concerns specific to the Center and service area participants.
- ii. NCPRD-MILWAUKIE incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. NCPRD-MILWAUKIE conducts program participant satisfaction survey at least once per year.

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

Elements:

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

9. Evidence-based Health & Wellness Program

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

Elements:

- i. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. NCPRD-MILWAUKIE has physical condition of clients assessed before setting up plan for workouts with equipment.

10. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. NCPRD-MILWAUKIE respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. NCPRD-MILWAUKIE RPC registers clients in program.
- iii. NCPRD-MILWAUKIE staff, led by an RN, provide weekly activity program for respite clients.

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

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

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- ii. NCPRD-MILWAUKIE CSC ensures that the application form is completed per program requirements.

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Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

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

B. Drivers

1. NCPRD-MILWAUKIE shall inform drivers of their job duties and responsibilities and provide training related to their job duties. NCPRD-MILWAUKIE shall also:
 - i. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - ii. Ensure that drivers are capable of safely operating vehicles;
 - iii. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - iv. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire;
 - v. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - vi. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. NCPRD-MILWAUKIE's selection of its drivers shall include:
 - i. 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
 - ii. 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 NCPRD-MILWAUKIE and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed at risk of harm from the driver.

C. Vehicles

1. NCPRD-MILWAUKIE shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - i. 2010 Ford Startrans Senator; VIN: 1FDFE45SX9DA92863
 - ii. 2015 Ford Areotech; VIN: 1FDFE4FS0EDA04525
 - iii. 2015 Ford Elkhart, VIN: 1FDFE4FS0FDA15851
 - iv. 2017 MB Starcraft Allstar, VIN: 1FDFE4FS0HDC07466
2. NCPRD-MILWAUKIE shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by NCPRD-MILWAUKIE into the Ride Connection vehicle maintenance database at the time service is completed. If NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE, 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.** NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then NCPRD-MILWAUKIE 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 EPA 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 EPA. NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE certifies, to the best of NCPRD-MILWAUKIE's knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of NCPRD-MILWAUKIE, 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.
 - ii. 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, NCPRD-MILWAUKIE shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - iii. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIEs and subcontractors shall certify and disclose accordingly.
 - iv. 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.
 - v. No part of any federal funds paid to NCPRD-MILWAUKIE 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.
 - vi. No part of any federal funds paid to NCPRD-MILWAUKIE 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.

- vii. 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.
- viii. No part of any federal funds paid to NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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"), NCPRD-MILWAUKIE must comply. NCPRD-MILWAUKIE shall determine if NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE shall comply and cause all subcontractors to comply with the following:

- i. 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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, NCPRD-MILWAUKIE 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.
- ii. Data Transactions Systems. If NCPRD-MILWAUKIE intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, NCPRD-MILWAUKIE shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
- iii. Consultation and Testing. If NCPRD-MILWAUKIE reasonably believes that NCPRD-MILWAUKIE's or COUNTY's data transactions system or other application of HIPAA

privacy or security compliance policy may result in a violation of HIPAA requirements, NCPRD-MILWAUKIE shall promptly consult COUNTY Program Manager. NCPRD-MILWAUKIE or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.

- iv. Business Associate Requirements. NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE's workplace or while providing services to DHS clients. NCPRD-MILWAUKIE's notice shall specify the actions that will be taken by NCPRD-MILWAUKIE 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, NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE, or any of NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE or NCPRD-MILWAUKIE's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs NCPRD-MILWAUKIE or

NCPRD-MILWAUKIE'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.** NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE shall acknowledge NCPRD-MILWAUKIE'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.** NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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:
 - 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 NCPRD-MILWAUKIE 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
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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE represents and warrants as follows:

 - i. Organization and Authority. NCPRD-MILWAUKIE is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE of this Agreement (a) have been duly authorized by all necessary action by NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE is a party or by which NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by NCPRD-MILWAUKIE and constitutes a legal, valid and binding obligation of NCPRD-MILWAUKIE, 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. NCPRD-MILWAUKIE has the skill and knowledge possessed by well-informed members of its industry, trade or profession and NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE's industry, trade or profession;
 - v. NCPRD-MILWAUKIE shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. NCPRD-MILWAUKIE 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. "NCPRD-MILWAUKIE Intellectual Property" means any intellectual property owned by NCPRD-MILWAUKIE and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or NCPRD-MILWAUKIE.
- 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 NCPRD-MILWAUKIE or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the NCPRD-MILWAUKIE owns, NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE to use, copy, distribute, display, build upon and improve the intellectual property.
- d. NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, NCPRD-MILWAUKIE shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document NCPRD-MILWAUKIE's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." NCPRD-MILWAUKIE 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.** NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, NCPRD-MILWAUKIE 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. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that NCPRD-MILWAUKIE'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.

Exhibit 5 Reporting Requirements

A. INVOICES

NCPRD-MILWAUKIE shall submit invoices in a format designated or approved by H3S-SSD. Invoices are due by the 10th of the subsequent month. H3S-SSD shall make payment to NCPRD-MILWAUKIE within 21 days of receipt of each invoice submitted.

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

NCPRD-MILWAUKIE shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE 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, H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes to H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the NCPRD-MILWAUKIE.

NCPRD-MILWAUKIE shall return to H3S-SSD all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

1. The NCPRD-MILWAUKIE shall submit nutrition reports monthly. These reports shall have:
 - a. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - b. the amount of participant donations by Congregate and HDM .
2. NCPRD-MILWAUKIE may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. NCPRD-MILWAUKIE may not bill for meal site management for these meals.
3. NCPRD-MILWAUKIE shall submit copies of the APD Medicaid Home Delivered Meals vouchers on current State approved form.
4. NCPRD-MILWAUKIE shall submit monthly Transportation Report Forms A, B, and C

5. NCPRD-MILWAUKIE shall submit monthly a list of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client.
6. NCPRD-MILWAUKIE will submit monthly unduplicated client figures for current reporting period, and year to date.
7. NCPRD-MILWAUKIE will submit monthly service/unit summary with current reporting period figures.
8. NCPRD-MILWAUKIE shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal to or greater than units of service billed for.

C. AUDIT/MONITORING

NCPRD-MILWAUKIE shall permit authorized representatives of H3S-SSD and other applicable audit agencies of the state or federal government, to review the records of the NCPRD-MILWAUKIE in order to satisfy program audit and evaluation purposes deemed necessary by County and permitted under law.

NCPRD-MILWAUKIE agrees to participate with H3S-SSD in any evaluation project or performance report, as designated by H3S-SSD or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The H3S-SSD 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 the County representative in matters related to this contract. The NCPRD-MILWAUKIE shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

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Exhibit 6
Budget and Units of Service

A. BUDGET

H3S-SSD 's payment to the NCPRD-MILWAUKIE will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: NCPRD-MILWAUKIE acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D, and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D, or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D, or III-E contribution.

NCPRD-MILWAUKIE may not transfer funds from one service category to another without written approval from H3S-SSD.

\$.96 of program income collected per meal will contribute to reimbursement rate for each meal provided by the Milwaukie Center. The total of the number of meals provided times \$.85 will be deducted from the amount requested from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Milwaukie Center and be used for meal site management activities

NCPRD-MILWAUKIE agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B and III-C funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

NCPRD-MILWAUKIE match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Match funds for Ride Connection vehicle maintenance program will be figured at 10.27%. Ride Connection will withhold match from vehicle maintenance reimbursements.

NCPRD-MILWAUKIE 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.

Milwaukie Center
Fiscal Year 2019-20

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA IIIE Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									In Dist	STF	5310 Funds							
									TriMet Funds	Funds	OR-65-012							
Federal Award Number	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP				N/A	N/A	N/A					
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053				20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867									1,500	1,560	10,166	\$5.00
OAA/NSIP Food Service		18,415	54,950			2,048	34,493								52,560	54,750	162,465	\$2.93
OAA Meal Site Mngt.		18,553	55,360			2,063										54,750	75,976	\$1.35
OPI HDM Service								-								0	0	\$0.00
Evidence Based Health & Wellness Programs				715		0		715								19 classes	1,430	\$75.00
Caregiver Respite Program					9,228	2,307										160	11,535	\$57.50
Transportation - T19						0					538	1,142				120	1,680	\$14.00
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				35,059						1,943	35,059	\$18.04
Ride Con - Vehicle Maint						944					8,250					N/A	9,194	N/A
LIHEAP Intakes													3,750			150	3,750	\$25.00
TOTALS	\$53,377	\$36,967	\$110,311	\$715	\$9,228	\$13,297	\$34,493	\$715	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$58,046		\$400,088	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$328,745

Federal Award Total: \$253,341

C. UNITS OF SERVICE

NCPRD-MILWAUKIE or H3S-SSD may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between NCPRD-MILWAUKIE and H3S-SSD and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the NCPRD-MILWAUKIE and H3S-SSD.

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	761.7 hrs.	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	649	1 response to inquiry and follow up	475
Public Outreach/Education	20	1 presentation	NA
Transportation (OAA)	1,560	1 one-way ride	200
Food Service (OAA)	54,750	1 meal delivered/served	150
Meal Site Management (OAA)	54,750	1 meal delivered/served	150
Evidence-based Health & Wellness	19	1 class session	10
Respite Program	160 hrs.	1 hour of services	20
Transportation (Medicaid non-medical)	120	1 one-way ride	10
Transportation (Ride Connection)	4,560	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
LIEAP Applications	150	1 Completed Application	150

**Exhibit 6
AGENCY PROFILE**

1. IDENTIFICATION: _____

North Clackamas Parks and Recreation Dist.
Milwaukie Center
 Legal Name

2. IRS/STATE NONPROFIT NUMBER: _____

 N/A

5440 SE Kellogg Creek Dr

Same
 Mailing Address

Milwaukie, OR 97222
 City Zip

653-8100 794-8016
 Phone Number Fax #

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Laura Zentner
 Title: Director, Business & Comm. Services Dept.

Address: 150 Beaver Creek Road
 Oregon City, OR 97045

Phone: 503-742-4351

4. TYPE OF PROGRAM: Services for older adults and people with disabilities, with recreation/social/educational opportunities

5. ADVISORY BOARD (LIST MEMBERS):

Milwaukie Center / Community Advisory Board:

Siri Bernard , Ben Horner-Johnson, John Smolinsky, Kim Buckholz, Louise Fisher, Larry Millington, Marilyn Shrum, Joel Bergman, Julie Donohue, Virginia Seitz, Paul Ellison

Frequency of Meetings: Monthly

North Clackamas Parks & Recreation District Advisory Board:

No Board Currently (May 2019)

Frequency of Meetings: Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Last Total Agency Audit:

Date: Completed Annually as part of the County A-133

Types and Amounts of Insurance Held: Self-insured as part of County Insurance policies

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

Signature – Laura Zentner

Business & Community Services Director
Title

Date

I. Response Section

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

MILWAUKIE 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 County'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 Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District 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 Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director
150 Beaver Creek Rd.
Oregon City, OR 97045

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. 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 District Director will discuss the complaint with you to try to solve the problem. Within 30 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 District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/ Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

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

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. To 5:00 p.m. (for social services)
Total hours per day: 8.5 hrs.
Total hours per week: 42.5 hrs.

2. Official Closures:

New Year's Day, January 1st
Martin Luther King Day, third Monday 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, fourth Thursday in November
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

- West to the Willamette River
- East to Urban Growth Boundary, including Happy Valley
- North to Multnomah County Line
- South to Clackamas River, excluding Johnson City and Gladstone

E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

<u>Center Operations</u>		<u>Nutrition Program</u>		<u>Transportation Program</u>	
Center Supervisor	1 FTE	Program Coord.	1.00 FTE	Program Coord.	.15 FTE
Human Svc Coord.	1 FTE	Cooks	1.25 FTE	Bus Drivers	1.50 FTE
Client Svc Coord.	.45 FTE	CI Svc Coord.	.40 FTE		
Facility Use Coord.	1 FTE	MOW Prog. Aide	.48 FTE		
Receptionist	1 FTE				
Building Coord.	.40 FTE				
Facility Mainten.	1 FTE				
Client Svcs Asst.	1 FTE				

SEE NEXT PAGE – No. Clackamas Parks & Rec. Organizational Chart

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

G. Briefly, describe your methods for providing legal services.

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

II. Guidelines for Inclusion 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.



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2018

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Grant Agreement with the Oregon State Marine Board (OSMB)
as part of the Maintenance Assistance Program (MAP) for FY 2019-20

Purpose/ Outcomes	Allows NCPRD to participate in the OSMB's Maintenance Assistance Program (MAP) for FY 2019-20, which reimburses the District for maintenance of boating facilities.
Dollar Amount and Fiscal Impact	This Grant Agreement represents an additional \$4,750 of revenue.
Funding Source	A total of \$3,166.67 is required in matching funds, which will come from the NCPRD General Fund - Maintenance Division.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	This grant award is reviewed and renewed annually by the Board.
Counsel Review	Reviewed and approved as to form in July 2018.
Strategic Plan Alignment	<ul style="list-style-type: none"> - Building public trust through good government - Ensuring safe, healthy and secure communities
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kevin Cayson, <i>Parks and Facilities Manager</i> , 503-794-8030

BACKGROUND:

The North Clackamas Parks and Recreation District, a division of Business and Community Services (BCS), requests the approval of a grant agreement with the Oregon State Marine Board (OSMB) as part of its Maintenance Assistance Program (MAP) for FY 2019-20. The District has been awarded this grant on an annual basis since 1998.

The renewal of this grant allows the Oregon State Marine Board to assist NCPRD with maintenance funding at Milwaukie Bay Park (formerly Riverfront Park), which is managed by the District. This grant comes with a maximum value of \$4,750 and requires a match of \$3,166.67 from the NCPRD General Fund.

RECOMMENDATION:

Staff recommend the Board approve the grant agreement and authorize the BCS Director or Deputy Director to execute all documents necessary to effectuate the same.

ATTACHMENTS:

1. Allocation Certification Agreement Maintenance Assistance Program (MAP) 2019-20
2. Award Letter from Oregon State Marine Board
3. Approved Grant Application Lifecycle Form

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**NORTH CLACKAMAS PARK DISTRICT
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) FY20**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and North Clackamas Park District, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

- I. The Recipient certifies that:
 - A. A budget has been adopted that includes the MAP allocation amount of \$4,750.00 state funds for the fiscal year period of July 1, 2019, to June 30, 2020; and
 - B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name: Milwaukie Riverfront Park			Use Fee: \$0.00	Fee Reduction: 0%		
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO-	9	\$1,050.00	\$1,050.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	19	0			\$0.00	\$0.00
Boat Trailer Stalls	20	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	220	7	PSO	12	\$700.00	\$700.00
MAP Allocation for 7 site elements at Milwaukie Riverfront Park					Allocation Subtotal:	\$4,750.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,750.00
Total Grant for North Clackamas Park District (1 site)					Total Allocation:	\$4,750.00

- C. MAP funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
- H. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas,

fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses; and

- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.

II. The Recipient agrees:

- A. To provide a minimum of \$3,166.67 matching resources for state MAP funds.
- B. That the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

By: _____

(Signature)

Larry Warren

(Printed Name)

Director

(Title)

(Date)

RECIPIENT:
North Clackamas Park District

By: _____

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

File: 150



Oregon

Kate Brown, Governor

State Marine Board

435 Commercial St. NE, Suite 400

P.O. Box 14145

Salem, OR 97309-5065

(503) 378-8587

Fax (503) 378-4597



June 5, 2019

Kevin Cayson, Park Maintenance Supervisor
North Clackamas Park District
150 Beaver Creek Rd.
Oregon City, OR 97045

Re: FY20 Maintenance Assistance Program (MAP) grant

Dear Mr. Cayson;

North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds may be used only for supplemental routine maintenance expenses at improved public boating facilities from July 1, 2019 through June 30, 2020. The grant requires a minimum 40% local matching funds.

To accept the MAP grant award you must formally agree to participate in this voluntary program. Your signature on the attached agreement certifies that you agree to comply with program rules. At the end of the year, you must also provide a report detailing your maintenance expenses from both local funds and grant funds.

If you choose to accept the grant award and participate in MAP for FY20, you must sign the attached MAP Allocation Certification Agreement and return it by August 1, 2019.

Thank you for your continued support of Oregon boaters. Please contact me at douglas.baer@oregon.gov or 503-378-2603 if you have any questions.

Sincerely,



Douglas Baer
Environmental Grant Coordinator

Encl.: MAP Allocation Certification Agreement

Grant 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: NCPRD - Maintenance Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: OSMB 2019-20 Maintenance Assistance Program (MAP) Grant

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Kevin Cayson

Requestor Contact Information: 503-794-8030

Department Fiscal Representative: Laura Zentner, BCS Deputy Director, x4351

Program Name or Number (please specify): North Clackamas Parks and Recreation District, Maintenance Division (113-5400-07702)

Brief Description of Project:

North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds could be used to supplement routine maintenance expenses at improved public boating facilities from July 1, 2019 through June 30, 2020. The allocation will be \$4,750 with \$3,166.67 in NCPRD matching funds.

Name of Funding (Granting) Agency: Oregon State Marine Board

Agency's Web Address for Grant Guidelines and Contact Information:

Website: <http://www.oregon.gov/OSMB/Pages/Facilities.aspx>
Contact: Douglas Baer, OSMB Environmental Grants Coordinator
(503) 378 2603; PO Box 14145, Salem OR 97309

OR

Application Packet Attached: Yes No

Completed By: N/A Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____

CFDA(s), if applicable: _____

Announcement Date: N/A

Announcement/Opportunity #: _____

Grant Category/Title: Maintenance Assistance Program (MAP) Max Award Value: \$ 4,750.00

Allows Indirect/Rate: N/A Match Requirement: \$ 3,166.67

Application Deadline: Application not required Other Deadlines: _____

Grant Start Date: 7/1/2019 Other Deadline Description: _____

Grant End Date: 6/30/2020

Completed By: _____

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 support the Department's Mission/Purpose/Goals?

This annual grant renewal provides financial assistance to NCPRD in maintaining the boat launch at Milwaukie Bay Park, a site managed by NCPRD.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This grant supports NCPRD's mission by promoting access to parks and recreation opportunities, such as boating. The grant agreement goes directly to the guiding purpose of the Maintenance Division, allowing the District to better maintain public facilities.

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

We are the Parks provider for the City of Milwaukie (owner of Milwaukie Bay Park). As parks and recreational professionals, we are the agency best suited to perform this work.

4. What are the objectives of this grant? How will we meet these objectives?

The objectives of the grant are to acquire, improve, and maintain boating facilities that serve recreational boaters. NCPRD plans to meet this objective by using the grant funds to maintain the boat dock and launch area at Milwaukie Bay Park.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the grant contributes to the NCPRD Maintenance program which serves to maintain NCPRD's parks and facilities.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes. The grant requires maintenance staff to perform the required maintenance on the boating facility. NCPRD's Proposed 2019-20 Budget includes more than 10 maintenance staff full-time equivalents.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

N/A - No partners.

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

N/A - Not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A - Not a new program or grant agreement.

Collaboration

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

N/A - No collaboration between County departments is necessary in the execution of this grant agreement.

Reporting Requirements

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

NCPRD must immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access.

2. What is the plan to evaluate grant performance? 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?

This is an annual grant NCPRD has been awarded for the last 10+ years. It is a successful grant and allows NCPRD to supplement funds expended at NCPRD-managed boating facilities.

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

NCPRD must agree to provide an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory at the end of the fiscal year (2018-19).

Fiscal

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

Yes. NCPRD must expend funds to maintain the boat facilities regardless. The grant simply subsidizes that work that NCPRD does already.

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

NCPRD General Fund Dollars as approved in the 2018-19 NCPRD Proposed Budget.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Yes. A minimum of \$3,166.67 of matching resources are required. These matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous - On an annual basis.

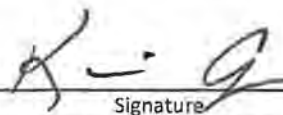
5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No.

Program Approval:

Kevin Cayson

6/13/2019



Name (Typed/Printed)

Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Scott Archer	JUNE 17, 2019	Scott Archer
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner	6/17/19	[Signature]
Name (Typed/Printed)	Date	Signature

*BOS Deputy Dir.
for L. Zentner*

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. 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 checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt	6/18/19	Gary Schmidt
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.



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Fiber Optic Service Level Agreement with
Clackamas County through the Clackamas Broadband Exchange (CBX)

Purpose/Outcomes	This agreement allows NCPRD to use existing Clackamas Broadband Exchange (CBX) fiber at four District locations
Dollar Amount and Fiscal Impact	\$12,240 in annual charges
Funding Source	NCPRD Adopted Budget for FY 19-20 – General Fund
Duration	Renews annually automatically until terminated.
Previous Board Action	N/A
County Counsel	Reviewed and approved on June 20, 2019.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, is seeking approval of a Fiber Optic Service Level Agreement (SLA) with Clackamas County through the Clackamas Broadband Exchange (CBX). This agreement will allow NCPRD to employ the existing CBX fiber at several of the District’s satellite locations.

NCPRD locations that will be included within this agreement are:

- NCPRD Maintenance Facility, 6199 SE Lake Road, Milwaukie, OR 97222
- Hood View Park, 16223 SE Stadium Way, Happy Valley, OR 97015
- Milwaukie Center, 5440 SE Kellogg Creek Drive, Milwaukie, OR 97222
- Concord School Property, 3811 SE Concord Road, Oak Grove, OR 97267

The ongoing fiscal impact includes \$12,240 in annual charges for using the fiber for network connectivity. Internet Service Provider (ISP) services will be obtained with separate agreements.

RECOMMENDATION:

Staff recommend the Board approve this Fiber Optic Service Level Agreement with Clackamas County through the Clackamas Broadband Exchange (CBX) and authorize the BCS Director or Deputy Director to sign all documents necessary to effectuate the same.

ATTACHMENT:

Fiber Optic Service Level Agreement with Clackamas County through the Clackamas Broadband Exchange (CBX)

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas Parks and Recreation District

(Customer Name)

1. **Recitals**

WHEREAS, Clackamas County (County) desires to provide to North Clackamas Parks and Recreation District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. **Fiber Optic Network Description**

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. **Service Description**

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. **Construction and Installation Requirements**

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; and test and certify appropriate Fiber performance at each Customer location. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR

EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if either party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either Party is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either the County or the Customer may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall 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.
- c. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Scott Archer
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
info@ncprd.com

with a copy to

Kevin Cayson
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
KevinC@ncprd.com

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must 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.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

North Clackamas Parks and Recreation District
(Customer Name)

By (signature): _____

Name (print): Laura Zentner

Title: Business & Community Services Director

Date: _____

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$0.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement with
Clackamas Education Service District (CESD) for Internet Service

Purpose/Outcomes	Allows NCPRD to use Clackamas Broadband Exchange (CBX) fiber already existing at Concord School Property, located at 3811 SE Concord Rd, Oak Grove, OR 97267.
Dollar Amount and Fiscal Impact	\$1,200 annual charges
Funding Source	NCPRD Proposed Budget for FY 19-20 – General Fund
Duration	Through June 30, 2020
Previous Board Action	N/A
County Counsel	Reviewed and approved as to form on June 4, 2019.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, is seeking approval of an Intergovernmental Agreement (IGA) with the Clackamas Education Service District (CESD) for provision of internet service at the Concord School Property.

The ongoing fiscal impact includes \$1,200 in annual charges for internet service provision. County Counsel has reviewed and approved the language in this agreement.

RECOMMENDATION:

Staff recommend the Board approve this Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Education Service District (CESD) for Internet Service

ATTACHMENT:

Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Education Service District (CESD) for Internet Service

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)

North Clackamas Parks and Recreation District- Internet Service

This Intergovernmental Agreement (“Agreement”) is between **CLACKAMAS EDUCATION SERVICE DISTRICT** (“CESD”) and **North Clackamas Parks and Recreation District** (“DISTRICT”), (collectively, “the Parties”) pursuant to authority granted in ORS Chapter 190.

Service Description

The Parties agree as follows:

Term of Agreement. The initial Agreement term will be **TBD** through **June 30, 2020**, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first. If no termination notice is received by the end of Agreement term date, then this contract, automatically renews for a period of one (1) year.

Scope of Work; Payment. CESD will provide services as described in Exhibit A. As compensation for such services, DISTRICT will pay CESD in accordance with the payment terms set forth on Exhibit A.

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, CESD may subcontract, in whole or in part, its performance under this Agreement.
2. **Termination.** This Agreement may be terminated (a) by mutual agreement at any time or (b) by either party upon not less than **ninety** (90) calendar days’ advance written notice. Upon termination, DISTRICT agrees to pay CESD any expenses directly attributable to the termination.
3. **Access to Records.** Each party will have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
4. **Compliance with Applicable Law.** Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders.
5. **DISTRICT’s Indemnification.** DISTRICT agrees to indemnify, hold harmless, and reimburse, CESD, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys’ fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of DISTRICT, its employees, subconsultants, or anyone for whose acts DISTRICT is responsible.



Clackamas Education
SERVICE DISTRICT

6. **CESD's Indemnification.** CESD agrees to indemnify, hold harmless, and reimburse, DISTRICT, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys' fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of CESD, its employees, subconsultants, or anyone for whose acts CESD is responsible.
7. **Force Majeure.** In no event shall a party have any claim against the other party for any failure of performance by such party, if such failure of performance is caused by or the result solely of causes beyond the reasonable control of such other party, including, but not limited to: damage caused by a third party, electrical storms, fire, heavy rain, heavy snow, other acts of God, or other natural catastrophe; laws, orders, rules, regulations, directions, or action of governmental authorities, or of any civil or military authority, national emergency, or lockout, labor shortage, or materials shortage.
8. **Governing Law; Arbitration.** The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon. All claims, disputes and other matters in question between CESD and DISTRICT arising out of or relating to this Agreement will be subject to binding arbitration in accordance with ORS 190.710 to 190.800.
9. **Entire Contract.** This Agreement constitutes the entire, legally-binding contract between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.
10. **Waiver; Severability.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement. If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void, or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
11. **Modification.** No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.
12. **Notices.** Any notice or other communication regarding this Agreement will be served in one of the following manners: (1) personal delivery, (2) facsimile transmission, (3) electronic mail or (4) delivery by courier or messenger service that maintains records of its deliveries.
13. **Signatures.** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of CESD and DISTRICT, respectively.
14. **DISTRICT's Waiver of Consequential Damages.** DISTRICT agrees that neither CESD nor any of its officers, directors, employees, or agents shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to, fines, penalties, or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability), indemnity, or any other theory of law.
15. **CESD's Waiver of Consequential Damages.** CESD agrees that neither DISTRICT nor any of its officers, directors, employees, or agents shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to, fines, penalties, or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability), indemnity, or any other theory of law.



Clackamas Education
SERVICE DISTRICT

I have read this contract, including all exhibits and attachments, if applicable. I certify that I have the authority to sign and enter into this contract and agree to be bound by its terms.

SIGNATURES

CLACKAMAS EDUCATION SERVICE DISTRICT

North Clackamas Parks and Recreation District

BY: _____

BY: _____

CESD Superintendent

Authorized Signature

Date: _____

Date: _____

EXHIBIT A

Intergovernmental Agreement

Service Description and Fees

ISP & Data Center Services

Service Description:

Data Center Hosting and Computing Services		
Service Description	Projected Avg. Usage	Extended Amount
<p>Internet Service</p> <p>CESD agrees to provide to DISTRICT dedicated full-duplex Internet service. Under the condition and subject to the terms of this agreement and provided there is no negative impact to the overall health of CESD's network, CESD also allows for the following:</p> <p>Bursting: CESD allows unlimited bursting up to the limits of physical transport or CESD's overall provider limit.</p> <p>Usage determined based upon 90th percentile measurement</p> <p>To be billed Annually</p>	<p>50Mb burstable to 1 Gb</p>	<p>\$100.00 per Month</p>
Total Annually Charge		\$1200.00