

September 6, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with Northwest EMS, LLC, to provide services as the Emergency Medical Services (EMS) Medical Director

Purpose/Outcomes	Serve as the Emergency Medical Services Medical Director, the medical advisor to the County on EMS clinical matters, including emergency preparedness planning efforts
Dollar Amount and Fiscal Impact	Contract maximum value is \$428,578.66
Funding Source	No County General Funds are involved.
Duration	Effective August 01, 2018 and terminates on June 30, 2023
Previous Board Action	No Previous Board Actions
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8924

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Northwest EMS, LLC, to provide services as the Emergency Medical Services (EMS) Medical Director.

Ritu Sahni, sole owner and operator of Northwest EMS, LLC serves as the EMS Medical Director and medical advisor to the County on EMS clinical matters, including emergency preparedness planning efforts and act as Physician Supervisor for EMTs and paramedics employed by the Clackamas ASA ambulance service provider (Ambulance Contractor) for emergency services.

This contract is effective September 1, 2018 and continues through August 31, 2023. This contract has been reviewed by County Counsel on July 16, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Northwest EMS Associates, LLC ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Public Health.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective September 1, 2018. Unless earlier terminated or extended, this Contract shall expire on August 31, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Emergency Medical Services Medical Director ("Work"), further described in **Article III**.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred twenty-seven thousand eight hundred eight dollars and eighty-four cents (\$427,808.84), for accomplishing the Work required by this Contract. Payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: Yes No

Written approval for conferences and trainings must be received prior to the event to receive reimbursement. If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

If requested by the County or for the sole benefit of the County and approved in advance by the County, County agrees to reimburse Contractor for travel expenses for professional conferences and training. When appropriate and approved in advance by the County, County will reimburse fifty percent (50%) of travel expenses for professional conferences and training where entities other than the County will benefit.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract and Exhibits A and B.

6. Contractor Data.

Address: 5525 Bay Creek Drive, Lake Oswego, Oregon 97035

Contractor Contract Administrator: Ritu Sahni

Phone No.: (503) 407-7881

Email: ritu@nwemsa.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract 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 Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated in Article IV, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.

The County shall reimburse Contractor for the Cost of Professional Liability insurance coverage, which shall not exceed fifty percent (50%) of the actual cost of coverage, and shall not exceed \$2,500 per year. Contractor must submit the original invoice form their insurance broker each year the Contractor invoices the County for reimbursement.

If required, liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the expiration or termination of this Contract for a duration of thirty-six (36) months or a maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, or continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. The County shall be responsible

for the cost of the "tail" coverage and shall reimburse Contractor one hundred percent (100%) of the actual cost. Contractor must submit the original invoice from their insurance broker with the Contractor invoice

- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY
- 21. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default

(including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- 22. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

28. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

(A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

(B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary

for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

30. **CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
31. **KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

Article III - SCOPE OF WORK

Contractor Responsibilities:

1. Serve as the Emergency Medical Services Medical Director, the medical advisor to the County on EMS clinical matters, including emergency preparedness planning efforts.
2. Serve as the Medical Director for the provider selected to operate the Clackamas Ambulance Service Area ("ASA"), C-COM, and additional agencies that contract with Clackamas County to provide medical direction services:
 - a. Act as Physician Supervisor for EMTs and paramedics employed by the Clackamas County ASA ambulance service provider (Ambulance Contractor) for emergency services, including the Reach and Treat Team and River Rescue programs, and all additional agencies contracted with Clackamas County Health Division ("CCPHD") for medical direction services.
 - b. Provide regular office and telephone consultation: provide approximately two (2) office hours each week and two (2) hours of telephone consultation. The office hours may be used for committee meetings, quality improvement projects, meetings with individual EMTs, and educational planning needs. Telephone consultations will be available for operations and activities with immediate needs.
 - c. Quality Improvement Program: Oversee the Ambulance Contractor's quality improvement program.
 - d. Field Training Program: Oversee the Ambulance Contractor's Field Training Program and provide ride-along time, as needed, for quality assurance.
3. Provide advising and support for county-wide EMS-related quality improvement efforts.
4. Seek feedback and input from EMS physicians before implementing changes within the system.
5. Address urgent issues and complaints of an egregious clinical nature and provide expertise in investigations and/or interventions in collaboration with partner agencies, as needed.
6. Establish credentialing, certification and authorization standards for ambulance and Participating Providers' Emergency Medical Technicians.
7. Establish requirements for communication with online medical control and receiving hospitals.
8. Establish initial, recurrent and competency-based training standards and may require training and education.
9. Chair the Clackamas County EMS Physicians Advisory Board.
10. Approve protocols for Emergency Medical Dispatch and Priority Dispatch. Actively participate in the regional Protocol Development Committee.
11. Establish standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures for Participating Provider agencies.

Contractor Requirements

Contractor must maintain at all times during the term of the Contract or any renewal period the following:

- Must currently have and maintain an Oregon M.D. or D.O. license;
- **Must be board certified or board eligible in Emergency Medicine and/or Emergency Medical Services;**
- Provide current evidence of credentials, curriculum vitae, and continuing medical education activities;

- Provide current DEA license for controlled medications; and
- **Able to qualify as an Oregon EMS physician supervisor (per OAR 847-035-0020)**

The County Contract administrator for this Contract is: Philip Mason-Joyner

CONSIDERATION

- a. Consideration Rates – Monthly basis in accordance with the following fee schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Hourly rate (3% COLA)	\$145.00	\$149.35	\$153.83	\$158.45	\$163.20
Hourly Rate estimated on 10 hours per week (520)	\$75,400.00	\$77,662.00	\$79,991.86	\$82,391.62	\$84,863.36
Estimated Cost of Insurance	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Estimated Annual Travel Expenses	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Total Annual Amount	\$80,900.00	\$83,162.00	\$85,491.86	\$87,891.62	\$90,363.36
Total Contract Value					\$427,808.84
MONTHLY STIPEND	\$6,283.33	\$6,471.83	\$6,665.99	\$6,865.97	\$7,071.95

- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$427,808.84.
- c. CONTRACTOR shall submit invoices by the fifteenth day of the month following that in which service was performed. **The invoice shall list the contract #8924, month and year of service, monthly Stipend amount as described in CONSIDERATION Section a. above and a written description of work activities performed (e.g. meetings attended, significant milestones and actions) for the reporting period.** Invoices should also include reimbursement of reasonable expenses as approved by the County in advance and mileage at the standard County rate. Contractor agrees to provide an average minimum of approximately ten hours of service per week. If weekly service hours fall below 10 hours per week, the County reserves the right to revert to time and material billing based on true and verifiable documentation. Travel time shall not be considered in determination of service hours. Invoices shall be submitted electronically to: PublicHealthAP@clackamas.us and PMason@clackamas.us
- d. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. **If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

Article IV - INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. **Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. **Required by County** **Not required by County**

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Article V - CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

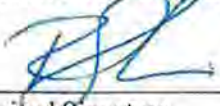
Signatures on Next Page

Article VI – SIGNATURES

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

NORTHWEST EMS, LLC



Authorized Signature
Ritu Sahni, MD, MPH

Name / Title Printed
8/14/18

Date
503-407-7881

Telephone / Fax Number
866618-90

Oregon Business Registry #

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS by:

Richard Swift, Director
Health, Housing, and Human Services

Date

September 6, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply to Oregon Department of Veterans' Affairs (ODVA) for
FY 2019 Distribution of Funds

Purpose/Outcomes	ODVA will continue to provide operational funding for the County Veterans' Services Office (CVSO).
Dollar Amount and Fiscal Impact	\$285,191
Funding Source	Oregon Department of Veterans' Affairs (ODVA)
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with Social Services Division's strategic priority to help people in need live with self-reliance and independence. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department operates the Veterans' Service Office for Clackamas County (CVSO). Approval to Apply for Oregon Department of Veterans' Affairs FY2019 funding is requested to receive operational funding for the County Veterans' Services Office (CVSO). The expected result over time is that more Clackamas County veterans will obtain service connected disability, needs based pension, VA health care and other benefits earned through military service. ODVA funding in FY17-18 resulted in 729 initial claims filed, more than \$6,700,000 in claims awarded, and 43 outreach sessions conducted reaching more than 1,050 veterans and veterans service providers. The dollar amount will increase as VA processes more filed claims. Staff have also engaged regularly with the Veterans Advisory Council and Homeless Veterans Coordination Team. One staff attended the National CVSO conference. Funding term is July 1, 2018 to June 30, 2019. A total of \$587,086 County General Funds are budgeted and are included on the application. A portion of this is rollover funds that will be incorporated into a budget adjustment on October 18, 2018.

RECOMMENDATION:

Staff recommends the approval of the grant application, and that Donald Krupp, County Administrator, be authorized to sign all documents necessary on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

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: H3S- Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Oregon Dept of Veterans' Affairs (ODVA) County Application
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Erika Silver
Requestor Contact Information: X5725
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): Clackamas County Veterans' Service Office (CVSO)
Brief Description of Project:

This grant provides core operational funding for the County Veterans' Services Office. Last year staff met with 1,776 veterans and filed 729 initial claims, 85 appeals and helped 63 veterans apply for VA health care. 502 claims were granted. In total the efforts of the Clackamas County Veterans Service Office brought in more than \$6,700,000 in new money for Clackamas County veterans. This figure will increase as the VA continues to process filed claims.

Name of Funding (Granting) Agency: Oregon Dept. of Veterans' Affairs

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

OR

Application Packet Attached: Yes No

Completed By: Erika Silver and Jennifer Snook 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: 8/16/2018
CFDA(s), if applicable: N/A
Announcement Date: N/A Announcement/Opportunity #: N/A
Grant Category/Title: N/A Max Award Value: \$285,191
Allows Indirect/Rate: N/A Match Requirement: N/A
Application Deadline: 9/7/2018 Other Deadlines: _____
Grant Start Date: 7/1/2018 Other Deadline Description:
Grant End Date: 6/30/2019 Need application signed by Krupp on BCC meeting date, 9-6-18, and returned same day to Soc. Services to meet grant deadline.
Completed By: Teresa Christopherson
Pre-Application Meeting Schedule: 8/20/2018

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?

Helping veterans access benefits earned through military service as well as medical and behavioral health care through the VA removes barriers and supports improved health, wellness and prosperity. Veterans are also one of the most multi-cultural groups in America, thus supporting veterans also supports inclusion.

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

This funding allows Social Services and the CVSO support Veterans so they can meet their basic needs and receive the benefits they have earned which is a key part of the divisions purpose.

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

N/A

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

See Measurable objectives, attached.

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 County Veterans' Service Office (CVSO)

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 County Veterans Service Office has a staff of four CVSOs, one Office Specialist and this proposal uses carry over funding to temporarily increase outreach to veterans experiencing homelessness.

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?

The CVSO has a broad range of partners throughout Clackamas County, as well as at the State and Federal level. There are no contracts issued for services with these funds- all services are delivered internally.

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

N/A

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

Collaboration

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

N/A

Reporting Requirements

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

Quarterly financial and program reports (already being filed)

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?

See Measurable objectives, attached. Primary data source is VetraSpec which is the statewide Veterans Services database. Homeless outreach will be tracked using the Homeless Management Information System (HMIS).

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

Quarterly financial and program reports (already being filed)

Fiscal

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

Yes

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

The program receives \$498,086 in county funds that are in Clackamas County's approved FY18-19 budget. Rollover funds of \$89,000 from FY17-18 will also be included in a future budget amendment.

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

N/A

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

Continuous

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?

N/A

Program Approval:

Erika Silver

Name (Typed/Printed)

8.28.18


Date



Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Brenda Durbin	8/28/18	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Richard Swift		
Name (Typed/Printed)	Date	Signature

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than September 7, 2018** in order to receive state funds for the county's veteran services office. Please submit the documents to: CVSO-NSOFunding@ODVA.state.or.us.

SUBMIT TO: CVSO-NSOFunding@ODVA.state.or.us

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

FISCAL YEAR
July 1, 2018 to June 30, 2019

COUNTY
Clackamas County

Budgeted Revenue for July 1, 2018 to June 30, 2019

ITEM	AMOUNT
County Funds	\$ 498,086
Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)*</i>	\$ 89,000
ODVA Funds for 2018-19 (see enclosed chart)	\$ 285,191
Other Funds <i>(Identify source)</i>	\$
TOTAL REVENUE	\$ 872,277

Budgeted Expenditures for July 1, 2018 to June 30, 2019

TOTAL BUDGETED EXPENDITURES \$ 872,277

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county veterans services office for the fiscal year 2019.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2018, if applicable.
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county veterans' service office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 275, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge
Donald Krupp, Clackamas County Administrator

Signature of County Commissioner/Judge		Date Signed
Title of Signer County Administrator	Email Address dkrupp@clackamas.us	Telephone Number (503) 655-8581
ODVA APPROVED FOR FUNDING	Authorized Signature	Date

Clackamas County
Financial Management System
Revenue Comparison Report
 Business Unit: CLACK
 Budget Period: 2019
 As of Accounting Period: 1 - July

Report ID: GL002Z
 Run Date: 8/20/2018
 Run Time: 5:50:28 PM
 Page 1 of 2

Fund: 242 To 242
 DeptID: 4324 To 4345
 Program: 05280 To 05280

<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
FUND: 242 Social Services Fund				
DEPT: 4341 Community Action Agencies				
PROGRAM: 05280 Veterans Enhancement Grant				
<u>Grant Revenue</u>				
332244 State Veterans' Office	13,083.00	0.00	-13,083.00	0.00
Total Grant Revenue	13,083.00	0.00	-13,083.00	0.00
<u>Interfund Transfers</u>				
390100 I/F Transfer From Fund 100	211,941.00	0.00	-211,941.00	0.00
Total Interfund Transfers	211,941.00	0.00	-211,941.00	0.00
Total PROGRAM 05280	225,024.00	0.00	-225,024.00	0.00
Total DEPT 4341	225,024.00	0.00	-225,024.00	0.00

Clackamas County
Financial Management System
Revenue Comparison Report
 Business Unit: CLACK
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Report ID: GL002Z
 Run Date: 8/20/2018
 Run Time: 5:50:28 PM
 Page 2 of 2

<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
FUND: 242 Social Services Fund				
DEPT: 4344 CAA Information & Assistance				
PROGRAM: 05280 Veterans Enhancement Grant				
<u>Grant Revenue</u>				
332244 State Veterans' Office	268,597.00	0.00	-268,597.00	0.00
Total Grant Revenue	268,597.00	0.00	-268,597.00	0.00
<u>Interfund Transfers</u>				
390100 I/F Transfer From Fund 100	286,145.00	0.00	-286,145.00	0.00
Total Interfund Transfers	286,145.00	0.00	-286,145.00	0.00
Total PROGRAM 05280	554,742.00	0.00	-554,742.00	0.00
Total DEPT 4344	554,742.00	0.00	-554,742.00	0.00
Total FUND 242	779,766.00	0.00	-779,766.00	0.00
Report Total	779,766.00	0.00	-779,766.00	0.00

*Pending Budget
Adjustments*

*89,000 carryover
3,511 Add'l OOVA funds*

872,277

Clackamas County
Financial Management System
Statement of Encumbrances and Expenditures

Fund: 242 To 242
 DeptID: 4324 To 4345
 Program: 05280 To 05280

Business Unit: CLACK
 Budget Period: 2019
 As of Accounting Period: 1 - July

Report ID: GL001Z
 Run Date: 8/20/2018
 Run Time: 5:48:12 PM
 Page 1 of 2

<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
FUND: 242 Social Services Fund					
DEPT: 4341 Community Action Agencies					
PROGRAM: 05280 Veterans Enhancement Grant					
<u>Personal Services</u>					
411100 Regular Full Time Employees	23,332.00	0.00	872.57	22,459.43	3.74
415000 Fringe Benefits	11,819.00	0.00	410.85	11,408.15	3.48
415020 Worker Compensation	3,784.00	0.00	0.00	3,784.00	0.00
Total Personal Services	38,935.00	0.00	1,283.42	37,651.58	3.30
<u>Materials & Services</u>					
435180 Casualty Insurance	3,544.00	0.00	0.00	3,544.00	0.00
438110 Office Rental	12,361.00	0.00	0.00	12,361.00	0.00
Total Materials & Services	15,905.00	0.00	0.00	15,905.00	0.00
<u>Cost Allocation Charges</u>					
477200 Division Indirect Costs	108,365.00	0.00	0.00	108,365.00	0.00
478101 Finance Allocated Costs	15,796.00	0.00	0.00	15,796.00	0.00
478102 Technology Services Alloc Cost	20,515.00	0.00	0.00	20,515.00	0.00
478103 Building Maintenance Allocated	10,425.00	0.00	0.00	10,425.00	0.00
478104 PGR Allocated Costs	1,298.00	0.00	0.00	1,298.00	0.00
478105 Records Management Allocated C	529.00	0.00	0.00	529.00	0.00
478106 Purchasing Services Allocated	485.00	0.00	0.00	485.00	0.00
478107 County Courier Allocated Cost	255.00	0.00	0.00	255.00	0.00
478111 Personnel Administration Alloc	7,226.00	0.00	0.00	7,226.00	0.00
478112 County Administration Allocate	2,436.00	0.00	0.00	2,436.00	0.00
478117 Mailroom Overhead	845.00	0.00	0.00	845.00	0.00
478201 Electric Utility Allocation	1,279.00	0.00	0.00	1,279.00	0.00
478202 Natural Gas Utility Allocation	122.00	0.00	0.00	122.00	0.00
478203 Water Utility Allocation	444.00	0.00	0.00	444.00	0.00
478204 Trash Removal Allocation	164.00	0.00	0.00	164.00	0.00
Total Cost Allocation Charges	170,184.00	0.00	0.00	170,184.00	0.00
Total PROG 05280	225,024.00	0.00	1,283.42	223,740.58	0.57
Total DEPT 4341	225,024.00	0.00	1,283.42	223,740.58	0.57

**Clackamas County
Financial Management System**

Statement of Encumbrances and Expenditures

Fund: 242 To 242
DeptID: 4324 To 4345
Program: 05280 To 05280

Business Unit: CLACK

Budget Period: 2019

As of Accounting Period: 1 - July

Report ID: GL001Z

Run Date: 8/20/2018

Run Time: 5:48:12 PM

Page 2 of 2

<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
FUND: 242 Social Services Fund					
DEPT: 4344 CAA Information & Assistance					
PROGRAM: 05280 Veterans Enhancement Grant					
<u>Personal Services</u>					
411100 Regular Full Time Employees	302,892.00	0.00	11,152.00	291,740.00	3.68
415000 Fringe Benefits	212,870.00	0.00	8,027.34	204,842.66	3.77
Total Personal Services	515,762.00	0.00	19,179.34	496,582.66	3.72
<u>Materials & Services</u>					
421100 General Office Supplies	1,500.00	0.00	35.45	1,464.55	2.36
421110 Postage	1,250.00	0.00	0.00	1,250.00	0.00
421210 Computer Hardware/Software-Non	5,593.00	0.00	3,143.00	2,450.00	56.20
432100 Telephone	5,500.00	0.00	0.00	5,500.00	0.00
432400 Advertising	1,000.00	0.00	0.00	1,000.00	0.00
433100 Travel & Per Diem (NO MILEAGE)	5,500.00	0.00	776.03	4,723.97	14.11
433110 Mileage Reimbursement	4,500.00	0.00	20.17	4,479.83	0.45
434100 Printing & Duplicating Service	2,000.00	0.00	0.00	2,000.00	0.00
437260 Office Furn & Equip Non-Capita	1,000.00	0.00	0.00	1,000.00	0.00
438220 Copier Rental	2,737.00	3,950.10	359.10	(1,572.20)	13.12
439100 Dues & Memberships	400.00	0.00	300.00	100.00	75.00
439200 Training & Staff Development	2,000.00	0.00	0.00	2,000.00	0.00
439400 Publications & Subscriptions	500.00	0.00	0.00	500.00	0.00
450001 Program Expense	5,500.00	0.00	0.00	5,500.00	0.00
Total Materials & Services	38,980.00	3,950.10	4,633.75	30,396.15	11.89
Total PROG 05280	554,742.00	3,950.10	23,813.09	526,978.81	4.29
Total DEPT 4344	554,742.00	3,950.10	23,813.09	526,978.81	4.29
Total FUND 242	779,766.00	3,950.10	25,096.51	750,719.39	3.22
Report Total	779,766.00	3,950.10	25,096.51	750,719.39	3.22

*Pending Budget
Adjustments*

*89,000 carryover
3,511 Add'l OVA funds*

872,277

August 27, 2018

Sheronne Blasi
Director, ODVA Statewide Veteran Services
700 Summer Street NE
Salem OR 97301-1285

Dear Ms. Blasi,

Last fiscal year, with the ODVA funding increase, Clackamas County planned to add one more CVSO to focus on outreach to the medical community, especially about the Agent Orange presumptive conditions but also ALS, MS, and Camp Lejeune. Even though recruitment proceeded in a timely manner, the process still took time.

The veteran hired (Felicia Ridings, Navy Seabee) as the fourth CVSO was already working here as a permanent supportive housing case manager with veterans who were experiencing homelessness or high risk of homelessness who also have a serious mental illness diagnosis. These veterans are extremely vulnerable. It was felt that bringing in a temporary case manager would be de-stabilizing and could undermine some health and safety progress that had been made. Therefore, Felicia's position had to be re-filled prior to her starting as a CVSO, delaying her CVSO start date to February 2018. This hiring outcome could not have been anticipated and is the reason why there is a carry-over of \$89,000 unspent budgeted county general funds.

Clackamas County intends to use these carry over funds for three purposes:

Purpose	Amount
County specific veterans emergency funds - to follow all county rules and with set criteria	\$10,000
Temporary CVSO office help to scan in and upload pre-VetraSpec documents into VetraSpec, includes VetraSpec license	\$39,500
Temporary outreach help to ensure that veterans experiencing homelessness are connected to CVSO, housing and other needed services	\$39,500
Total	\$89,000

You will also note that the attached Board approved budget attached does not include the carry over funds or the additional \$3,511 in ODVA funding this fiscal year. Clackamas County Board of Commissioners does not have a process in place for small budget amendments. Instead, the Finance Department accumulates several adjustments at once and bundles these in one Board ask. There have been no opportunities to do this

between August 16th, when the ODVA Distribution of Funds to Counties was issued, and the due date of September 7, 2018. Clackamas County expects to have the budget amendment process including these funds completed no later than October 18th, at which time a copy of the new approved CVSO budget will be forwarded immediately to ODVA.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Erika Silver', with a stylized flourish at the end.

Erika Silver
Human Services and CVSO Manager
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