



# AGENDA

**Thursday, June 14, 2012 - 10:00 AM**

**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-43

**I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**III. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Second Reading of Ordinance No. 05-2012 Amending Certain Sections of the Ordinance of the Tri-City Service District Relating to Industrial Pretreatment (Chris Storey, County Counsel) first reading was June 7, 2012
2. Resolution No. \_\_\_\_\_ Approving a Supplemental Budget (Great than 10%) for Clackamas County Fiscal Year 2011-2012 (Diane Padilla, Budget Manager)

**IV. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

**~NO DISCUSSION ITEMS SCHEDULED**

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

**A. Health, Housing & Human Services**

- 3 1. Approval of an Agency Service Contract with Clackamas County Children's Commission, Inc. for Healthy Start-Healthy Families Program Services and the BabyLink Program - CYF

- 4 2. Approval of an Agency Service Contract with the Children's Center for Child Abuse Assessment Program Services - CYF
- 5 3. Approval of Revenue Contract with Ride Connection, Inc. to Provide Oregon Transportation Network Funds for Expanded Service Rides and Out-of-District Rides Provided by Members of the Clackamas County Transportation Consortium - ss
- 6 4. Approval of a Contract Renewal with Resource Connections of Oregon for Fiscal Intermediary Services for Persons with Developmental Disabilities - ss
- 7 5. Approval of a Construction Agreement between the Community Development Division and Eagle-Elsner, Inc. for the Kennel Avenue Street improvements Project in the City of Molalla - CD
- 8 6. Approval of a Medicaid Group Provider Agreement with FamilyCare, Inc. for Primary Care Services - CH
- 9 7. Approval of a Medicare Advantage Group Provider Agreement with FamilyCare, Inc. for Primary Care Services - CH

**B. Department of Transportation & Development**

- 10 1. Board Order No. \_\_\_\_\_ Approval to Begin the Legalization Process of Megan Avenue as Used and Traveled in Clackamas County
- 11 2. Execution of an Intergovernmental Agreement for the Transfer of the Road Authority for Portions of Pilkington Road and McEwan Road Outside its City Limits for the City of Lake Oswego

**C. Finance Department**

- 12 1. Resolution No. \_\_\_\_\_ Approving a Supplemental Budget (Less than 10%) for Clackamas County Fiscal Year 2011-2012
- 13 2. Resolution No. \_\_\_\_\_ Approval for Budgeting of New Specific Purpose Revenue for Clackamas County Fiscal Year 2011-2012
- 14 3. Resolution No. \_\_\_\_\_ Approving the Transfer of Appropriations for Clackamas County Fiscal Year 2011-2012

**D. Elected Officials**

- 15 1. Approval of Previous Business Meeting Minutes – BCC
- 16 2. Approval to Transfer Unclaimed Property (Firearms) from the Clackamas County Sheriff's Office to the Oregon State Police Forensic Lab – CCSO
- 17 3. Annual Adoption of the Clackamas County Investment Policy - Treasurer

**E. Department of Employee Services**

- 18 1. Approval of the Employer Group Contract with Providence Health Plan
- 19 2. Approval of the Labor Contract between Clackamas County and Clackamas County Peace Officers Association

**VI. CLACKAMAS COUNT EXTENSION & 4-H SERVICE DISTRICT**

- 20 1. Resolution No. \_\_\_\_\_ Approval of Transfer of Appropriations for Clackamas County Extension and 4-H Service District for Fiscal Year 2011-2012

**VII. CLACKAMAS COUNTY DEVELOPMENT AGENCY**

- 21 1. Resolution No. \_\_\_\_\_ Authorizing Transfer of Appropriations for the Clackamas County Development Agency for Fiscal Year 2011-2012

**VIII. CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT**

- 22 1. Resolution No. \_\_\_\_\_ Approving Transfer of Appropriations for the Clackamas County Library Service District for Fiscal Year 2011-2012

**IX. WATER ENVIRONMENT SERVICES**

- 23 1. Board Order No. \_\_\_\_\_ Approval of a Transfer of Appropriations for the Tri-City Service District Fiscal Year 2011-2012
- 24 2. Board Order No. \_\_\_\_\_ Approval of a Transfer of Appropriations for Service District No. 1 for Fiscal Year 2011-2012

*~End Consent Agenda*

**CITIZEN COMMUNICATION** (Continued if Needed)

**X. COUNTY ADMINISTRATOR UPDATE**

**XI. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

<http://www.clackamas.us/bcc/business/>



WATER  
ENVIRONMENT  
SERVICES

*Beyond* clean water.

1

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

June 14, 2012

Board of County Commissioners  
Clackamas County  
Sitting as the Governing Body of  
The Tri-City Service District

Members of the Board:

A SECOND READING OF AN ORDINANCE AMENDING  
CERTAIN SECTIONS OF THE ORDINANCES OF THE  
TRI-CITY SERVICE DISTRICT RELATING TO INDUSTRIAL PRETREATMENT

The Tri-City Service District ("District") provides wholesale wastewater treatment services to the cities of Gladstone, Oregon City and West Linn pursuant to a Clean Water Act permit issued by the Environmental Protection Agency and their delegee the Oregon Department of Environmental Quality ("DEQ"). The District's permit had been administratively extended for over a decade and the District's ordinances were kept consistent with the then-active permit.

Last year the District's permit was reviewed and reissued with certain new conditions, including a requirement that the District's ordinances be updated to match current Clean Water Act provisions and related regulations. The primary area of impact relates to industrial pretreatment ("IPT") standards. IPT applies when a business is such a significant contributor of wastewater to the system, either by volume or loading, that they are required to conduct some level of treatment at the business site prior to entry into the conveyance system. An example of this would be a factory or dairy processor. Staff has worked with DEQ and received sign-off that the proposed amendments are consistent with current requirements. The overall impact of the amendments would be to add flexibility in considering the manner in which the District can have businesses comply with industrial pretreatment requirements, and incorporating the concept of "best management practices" adaptability into IPT.

The proposed amendments are mandatory and failure to adopt them could result in the District being fined by DEQ for permit noncompliance. Attached is a memorandum that summarized the proposed changes and their impact. This ordinance has been reviewed and approved by County Counsel. The first reading of this proposed ordinance was held on June 7, 2012.

## RECOMMENDATION

Staff respectfully recommends the Board of County Commissioner sitting as the Tri-City Service District Board read the proposed Ordinance by title only and vote to approve adoption of the Ordinance.

Sincerely,



Michael S. Kuenzi  
Director, Water Environment Services

For information on this issue or copies of attachments, please contact Chris Storey at  
503.742.4623

**Ordinance 05-2012 Amending  
Certain Sections of the Ordinances of the  
Tri-City Service District relating to Industrial Pretreatment**

WHEREAS, the Tri-City Service District (“District”) provides wholesale wastewater treatment services for the Cities of Gladstone, Oregon City, and West Linn; and

WHEREAS, the District has received a new National Pollution Discharge Elimination Permit under the Clean Water Act (“Permit”) for operation of the Tri-City Plant; and

WHEREAS, the Permit requires implementation of certain federal and state environmental regulations and guidance regarding industrial pretreatment operations; and

WHEREAS, the Board of County Commissioners (“Board”), acting as the governing body of the District, is desirous of bringing District ordinances into compliance with the requirements of the Clean Water Act;

NOW, THEREFORE, the Board hereby adopts this ordinance of the District:

The following provisions are added, amended, or deleted as indicated into the ordinances of the District, and impacted provisions are renumbered as required for clarity:

***Added:***

- Section 2.1 Definitions:

2.1.4 Best Management Practices or BMPs. Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

2.1.44 Local Limits. Specific discharge limits developed and enforced by the District upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

- Section 2.4 Abbreviations:

BMP                      Best Management Practices

- Section 3.2.4 Local Limits Development

The District is authorized to establish Local Limits pursuant to 40 CFR 403.5 to implement the prohibitions listed in Sections 3.1.2 and 3.2.3. The District may also

develop Best Management Practices, by ordinance or in individual wastewater discharge permits, to implement Local Limits and the requirements of Sections 3.1.2 and 3.2.3.

- Section 4.2.5:

(l) Requirements for a Slug Control Plan, notification to the District of slug discharges and changes at the Industrial User's facility affecting potential for a slug discharge;

(q) Statement of non-transferability without, at a minimum, prior notification to the District and a provision of a copy of the existing permit to the new owner or operator.

- Section 4.4.3:

The District may authorize an Industrial Discharger subject to a Categorical Pretreatment Standard to forego sampling of a pollutant regulated by a Categorical Pretreatment Standard if the Industrial Discharger has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial Discharger. This authorization is subject to the conditions outlined in 40 CFR 403.12(e)(2)(i-vii).

- Section 11.5.1 Base Penalty Matrix:

The magnitude of the violation is major if the District finds that the violation had a significant adverse impact on human health or the environment. In making this finding, the District will consider all reasonably available information, including, but not limited to: the degree of deviation from applicable statutes or commission and District rules, standards, permits or orders; the extent of actual effects of the violation; the concentration, volume, or toxicity of the materials involved; and the duration of the violation. In making this finding, the District may consider any single factor to be conclusive.

The magnitude of the violation is minor if the District finds that the violation had no more than a de minimis adverse impact on human health or the environment, and posed no more than a de minimis threat to human health or other environmental receptors. In making this finding, the District will consider all reasonably available information including, but not limited to: the degree of deviation from applicable statutes or commission and District rules, standards, permits or orders; the extent of actual or threatened effects of the violation; the concentration, volume, or toxicity of the materials involved; and the duration of the violation. In making this finding, the District may consider any single factor to be conclusive.

***Amended:***

- 0.7 CHANGE IN PERMITTED DISCHARGE

It shall be the responsibility of every Industrial User to ~~promptly~~ immediately report to the District...

***Deleted:***

Section 4.5.2 Sampling:

~~Samples that are taken by the District for the purposes of determining compliance with the requirements of this Ordinance shall be split with the Discharger (or a duplicate sample provided in the instance of fats, oils, and greases) if requested before or at the time of sampling.~~

DATED this 14<sup>th</sup> day of June 2012

**BOARD OF COUNTY COMMISSIONERS  
AS THE GOVERNING BODY OF THE  
TRI-CITY SERVICE DISTRICT**

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Chair

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Recording Secretary





MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

June 14, 2012

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Resolution for Clackamas County for a Supplemental Budget  
(Greater Than Ten Percent) for Fiscal Year 2011-2012**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached Board Order reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget fund(s) being adjusted. The required notices have been published.

The **Emergency Management Fund** is recognizing additional grant revenue from the Urban Area Security Initiative and State of Oregon and budgeting in materials and services for program expense. This fund is also transferring FEMA Hazard Mitigation funds from contracted services to capital outlay for property acquisitions.

The **Happy Valley/Clackamas Joint Transportation SDC Fund** is recognizing State of Oregon Surface Transportation Program revenue and budgeting to transfer to the Countywide SDC Fund.

The **Children, Youth and Families Fund** is decreasing its budget to recognize reduction in several state commission grant programs.

The **Records Management Fund** is transferring from materials and services to capital outlay to purchase a replacement scanner.

The effect of this Resolution is an increase in appropriations of \$563,359 including new revenues as detailed below:

Federal Operating Grants	\$ 274,735.
State Operating Grants	<u>288,624.</u>
Total Recommended	<u>\$ 563,359.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane D. Padilla  
Budget Manager

For information on this issue or copies of attachments please contact Diane Padilla at 503 742-5425

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION OF THE CLACKAMAS  
COUNTY BOARD OF COMMISSIONERS  
REGARDING ADOPTION OF A  
SUPPLEMENTAL BUDGET FOR ITEMS  
GREATER THAN 10 PERCENT  
OF THE TOTAL QUALIFYING  
EXPENDITURES AND MAKING  
APPROPRIATIONS FOR FISCAL  
YEAR 2011-12



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2011 through June 30, 2012, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 14, 2012.

WHEREAS; the funds being adjusted are:

- . Emergency Management Fund
- . Happy Valley/Clackamas Joint Transportation SDC Fund
- . Children, Youth and Families Fund
- . Records Management Fund;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this 14th day of June, 2012

By the BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**June 14, 2012**

Recommended items by revenue source:

Federal Operating Grants	\$ 274,735.
State Operating Grants	<u>288,624.</u>
Total Recommended	<u>\$ 563,359.</u>

**EMERGENCY MANAGEMENT FUND**

Revenues:	
Federal Operating Grants	\$ 282,500.
Total Revenues	<u>\$ 282,500.</u>
Expenses:	
Materials & Services	\$ (317,500.)
Capital Outlay	<u>600,000.</u>
Total Expenses	<u>\$ 282,500.</u>

Recognizing additional grant revenue from the Urban Area Security Initiative and State of Oregon and budgeting in materials and services for program expense. This fund is also transferring FEMA Hazard Mitigation funds from contracted services to capital outlay for property acquisitions.

**HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION SDC FUND**

Revenues:	
State Operating Grants	\$ 613,014.
Total Revenues	<u>\$ 613,014.</u>
Expenses:	
Interfund Transfer	\$ 613,014.
Total Expenses	<u>\$ 613,014.</u>

Recognizing State of Oregon Surface Transportation Program revenue and budgeting to transfer to the Countywide SDC Fund.

**CHILDREN, YOUTH AND FAMILIES FUND**

Revenues	
Federal Operating Grants	\$ (7,765.)
State Operation Grants	<u>\$ (324,390.)</u>
Total Revenues	<u>\$ (332,155.)</u>
Expenses:	
Materials & Services	\$ (332,155.)
Total Expenses	<u>\$ (332,155.)</u>

Decreasing its budget to recognize reduction in several state commission grant programs.

**RECORDS MANAGMENT FUND**

Expenses:

Materials & Services	\$ (7000.)
Capital Outlay	<u>7,000.</u>
Total Expenses	<u>\$ 0.</u>

Transferring from materials and services to capital outlay to purchase a replacement scanner.

COPY

Cindy Becker, Director

June 14, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with  
Clackamas County Children's Commission, Inc.  
for Healthy Start~Healthy Families Program Services and the BabyLink program**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Services Contract with Clackamas County Children's Commission Inc. for Healthy Start~Healthy Families home visiting services and BabyLink services throughout Clackamas County. Services to be provided under this contract include:

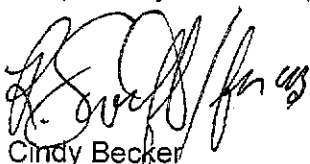
- Screening and resources for all first birth families in Clackamas County;
- Intensive home visiting services to eligible high risk first birth families;
- 10+ Community Playgroups throughout Clackamas County
- BabyLink program

Total amount of this agreement is \$578,834. Funds are budgeted in the Healthy Start~Healthy Families grant stream for fiscal year 2012-2013 to cover this agreement. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate June 30, 2013. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**Recommendation:**

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

  
Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Deanna Mulder at (503) 650-5675

Phone: (503) 650-5697 • Fax: (503) 655-8677 www.clackamas.us

**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY12-13)

0057

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and "Clackamas County Children's Commission, Inc." hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide "Healthy Start~Healthy Families intensive home visiting services to a minimum of 216 families (120 Family Service Units) and BabyLink referrals to a minimum of 300 parents/providers." services as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate June 30, 2013.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum compensation of \$ "578,834".

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- 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.

AGENCY SERVICE CONTRACT

- D. Access to Records. The COUNTY, 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 AGENCY 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 AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

- 2. Commercial Automobile Insurance

Required by COUNTY                       Not required by COUNTY



AGENCY SERVICE CONTRACT

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

## AGENCY SERVICE CONTRACT

### 8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

### 10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. 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 AGENCY and COUNTY.

D. 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 COUNTY may terminate this contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY 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 written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section

## AGENCY SERVICE CONTRACT

10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:
  - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas 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 AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or 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 AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

## AGENCY SERVICE CONTRACT

6. 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.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- "The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."
- "The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."
- G. Future Support. The COUNTY 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.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

AGENCY

Sue Elder

By

SUE ELDER

Name (Typed)

EXECUTIVE DIRECTOR

Title

5-23-12

Date

16518 SE RIVER RD

Street Address

MILWAUKIE, OR 97267

City/Zip

503-675-4565

Phone Number

93-0624672

TIN, FIN or S.S.#

CLACKAMAS COUNTY

Commissioner Charlotte Lehan, Chair

Commissioner Jim Bernard

Commissioner Jamie Damon

Commissioner Ann Lininger

Commissioner Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director  
Health, Housing and Human Services

Date

Rodney A. Cook

Rodney A. Cook, Director  
Children, Youth & Families Division

5/31/12  
Date

**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
  1. **Community Based, Holistic Approach**
    - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
    - AGENCY programs and services shall have ongoing community investment and involvement.
  2. **Family-Centered Programs**
    - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
    - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
  3. **Establish/Maintain Effective Partnerships**
    - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
    - AGENCY shall develop and promote continuous communications with similar organizations.
  4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
    - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
  5. **Implement Research Based Accountability**
    - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
    - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
      - 1st Quarter, Jul 1 – Sep 30: due on Oct 17, 2012
      - 2nd Quarter, Oct 1 – Dec 31: due on Jan 16, 2013
      - 3rd Quarter, Jan 1 – Mar 31: due on Apr 16, 2013
      - 4th Quarter, Apr 1 – Jun 30: due on Jul 16, 2013
  6. **Reflect and Incorporate Diversity**
    - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

## AGENCY SERVICE CONTRACT

- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.
7. **Internal Controls**
- AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2012.
8. **Funder Recognition**
- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
9. **Resource Expansion**
- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
10. **Use of Grant Funds**
- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
11. **HIPAA Compliance**
- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
    - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
    - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

## AGENCY SERVICE CONTRACT

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY'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, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

### III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.
2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.
3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.



EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

## AGENCY SERVICE CONTRACT

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall

## AGENCY SERVICE CONTRACT

give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

### 5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

### 6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

AGENCY SERVICE CONTRACT

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

AGENCY SERVICE CONTRACT

**EXHIBIT 3**

**BUDGET**

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

**ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

**BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

**CLACKAMAS COUNTY CHILDREN'S COMMISSION**  
**HEALTHY START BUDGET DETAIL 7/1/12 - 6/30/13**

**PERSONNELFRINGE BENEFITS & TAXES**

EMPLOYEE NAME	JOB TITLE	RATE	TOTAL CCCC		HEALTHY START FTE	TOTAL WAGES	WKR'S COMP				RETIEMENT	TOTAL	
			FTE	START FTE			MED/DENT INS	LIFE/DIS INS	SS/MC TAX	INS			SUI
<b>PROGRAM PERSONNEL</b>													
CASTILLA, Elena	FSW	15.91	0.975	0.975	0.975	31,413.80	5,640.00	143.96	2,403.16	628.28	1,225.14	2,513.10	43,967.45
DARR, Karen	Comm Outreach/Data entry	17.20	0.925	0.925	0.925	32,219.75	2,450.00	147.68	2,464.81	644.40	1,256.57	2,577.58	41,760.79
JECK, Ellen	FSW	15.61	0.975	0.975	0.975	30,823.18	5,640.00	141.41	2,357.97	616.46	1,202.10	2,465.85	43,246.97
HUDLESTON, Ashley	FSW	15.14	0.9	0.9	0.9	27,594.87	2,350.00	126.55	2,111.01	551.90	1,076.20	-	33,810.53
RUIZ, Carmina	FSW	15.61	0.975	0.975	0.975	30,823.18	10,800.00	141.41	2,357.97	616.46	1,202.10	2,465.85	48,406.97
SNYDER, Stacey	FSW	16.38	0.9	0.9	0.9	29,854.66	5,640.00	137.00	2,283.88	597.09	1,164.33	2,388.37	42,065.33
BRIGHT, Jonielle	FSW	14.42	0.9	0.9	0.9	26,475.12	5,640.00	120.51	2,025.35	529.50	1,032.53	-	35,823.01
BIGSBY, Jessa	FSW	14.42	0.9	0.9	0.9	26,475.12	5,640.00	120.51	2,025.35	529.50	1,032.53	-	35,823.01
LUKENS, D	Comm Outreach/Data entry	17.20	0.7	0.7	0.7	27,354.67	4,500.00	127.71	2,092.63	547.09	1,066.83	2,188.37	37,877.30
OSBORNE, TESSA	Healthy Start Supervisor	22.86	0.85	0.85	0.85	39,350.17	5,640.00	180.42	3,010.29	787.00	1,534.66	2,917.08	53,419.62
KERSENS, BETH	Healthy Start Supervisor	22.86	0.75	0.75	0.75	34,720.74	5,640.00	159.29	2,656.14	694.41	1,354.11	2,777.66	48,002.35
						337,105.26	59,580.00	1,546.45	25,788.56	6,742.09	13,147.10	20,293.88	464,203.34
<b>ADMIN PERSONNEL - MATCH</b>													
ELDER, SUSAN E	EXECUTIVE DIRECTOR		0.02	0.02	0.02	1,587.88	159.60	9.79	121.47	31.76	61.93	127.03	2,099.46
COMBEST, KATLIN	ERSEA & IT MANAGER		0.05	0.05	0.05	2,106.61	315.00	10.88	161.16	42.13	82.16	168.53	2,886.47
WALEN, STACIE	ACCTG PAYROLL MGR		0.02	0.02	0.02	1,032.51	216.00	6.36	78.99	20.65	40.27	82.60	1,477.38
(VACANT)	GRANTS SPECIALIST		0.02	0.02	0.02	580.49	216.00	3.90	44.41	11.61	22.64	42.05	921.10
CLARKE, CANDACE	FINANCE DIRECTOR		0.02	0.02	0.02	1,381.12	118.80	8.51	105.66	27.62	53.86	110.49	1,806.06
LOWLES, WENDY	HR SPECIALIST		0.02	0.02	0.02	456.40	112.80	3.06	34.91	9.13	17.80	36.51	670.61
(VACANT)	HR DIRECTOR		0.02	0.02	0.02	745.50	216.00	4.63	57.03	14.91	29.07	59.64	1,126.78
						7,890.51	1,354.20	47.13	603.63	157.81	307.73	626.85	10,987.86
<b>PROGRAM PERSONNEL - MATCH</b>													
ROSARIO, ISMAEL	CENTER MANAGER		0.03	0.03	0.03	1,524.34	169.20	10.06	3.50	0.91	1.78	121.95	1,831.74
(VACANT)	SITE COORDINATOR		0.03	0.03	0.03	391.43	-	2.64	0.90	0.23	0.46	-	395.66
						1,915.77	169.20	12.70	4.40	1.14	2.24	121.95	2,227.40
						346,911.54	61,103.40	1,606.28	26,396.59	6,901.04	13,457.07	21,042.68	477,418.60

Volunteer hours: estimated 900 hours X \$18/hour

TRAVEL Mileage estimated 50,000 miles calculated at 0.50 per mile totaling \$25,000

SUPPLIES Office/Computer & Miscellaneous Program Supplies

TRAINING Professional training for staff development

CONSULTANTS/CONTRACTS Volunteer Connection contracted services

COPY

June 14, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with Children's Center  
for Child Abuse Assessment Program Services**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with the Children's Center for child abuse assessments. Services to be provided under this contract include complete physical examinations to determine possible abuse and/or the need for further treatment, and videotaped interviews of children that provide assistance to the medical diagnosis and treatment recommendations.

Total amount of this agreement is \$202,000. Funds are budgeted in the County General Fund grant stream for fiscal year 2012-2013 to cover this agreement. All of this contract will be funded by County General Funds. This agreement is effective upon acceptance by all parties and will terminate June 30, 2013. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**Recommendation:**

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY12-13)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and Children's Center hereinafter called "AGENCY."

**I. SCOPE OF SERVICES**

- A. AGENCY agrees to accomplish the following work under this contract (See attached work plan):
1. Respond to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
  2. Provide 500 child abuse assessments, 84 of which will be funded through these contracted county funds. These assessments will include a complete physical examinations to determine possible abuse and/or the need for further treatment. Provide videotaped interviews of children reporting abuse; interviews to be conducted under the supervision of a medical professional by a professional by a professional with an appropriate degree and training. The child's interview should provide assistance to the medical diagnosis and treatment recommendations.
  3. Ensure that Children's Center medical professionals and staff will be available with the appropriate subpoena and notification to appear in Clackamas County judicial proceedings.
  4. Payment for court appearances and consultations by Children's Center staff are not included in this contract agreement.
- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate June 30, 2013.

**II. COMPENSATION AND RECORDS**

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum compensation of \$202,000.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY 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 COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until



## AGENCY SERVICE CONTRACT

the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

- 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.** The COUNTY, 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 AGENCY 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 AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

### III. MANNER OF PERFORMANCE

- A. **Compliance with Applicable Laws and Regulations.** The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. **Special Federal Requirements - Common rule restricts lobbying** (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

### IV. GENERAL CONDITIONS

- A. **Indemnity.** The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract
- B. **INSURANCE** During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:
  - 1. **Commercial General Liability Insurance**

Required by COUNTY

Not required by COUNTY