

AGENDA

Thursday, June 23, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-52

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2016
2. Resolution 1913 Approving the Housing Authority of Clackamas County FY 2016/2017 Budget

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

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCES

(No public testimony on this item)

1. Reading and Adoption of a Previously Approved Land Use Ordinance, ZDO-255, Legislative Text Amendment to the Clackamas County Comprehensive Plan and the SE 172nd Ave / 190th Drive Corridor Management Plan (Nathan Boderman, County Counsel) – *Previously approved at the June 15, 2016 Land Use Hearing*
2. **Place Holder** - Reading and Adoption of a Previously Approved Land Use Ordinance, ZDO-256, Legislative Map Amendment to Change the Land Use Plan Designation and Zoning for any Land Removed from the City of Damascus (Nathan Boderman, County Counsel) – *If approved at the June 22, 2016 Land Use Hearing*

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

A. Health, Housing & Human Services

1. Approval of a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to Members Enrolled in the Oregon Health Plan (OHP) – *Health Centers*

2. Approval of a Renewal Professional Services Agreement with Passport to Languages for Interpretation Services at the Clackamas County Health Centers – *Health Centers*
3. Approval of a Grant Agreement with Legacy Health and the Health Centers Division for Support of the Construction of the Unity Health Center – *Health Centers*
4. Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of an Interagency Agreement with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
6. Approval of an Intergovernmental Subrecipient Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
7. Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
8. Approval of an Intergovernmental Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
9. Approval of Construction Contract with Subcom Excavation & Utilities, LLC for the North Cedar Street Improvements Project – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to the Intergovernmental Agreement TGM Grant No. 30687 with Oregon Department of Transportation to Develop the Villages at Mt Hood Pedestrian and Bikeway Implementation Plan
2. Approval of a Contract with Blue Line Transportation Co. Inc. for Liquid Asphalt - *Procurement*
3. Approval of a Contract with Western Emulsions, Inc. for Liquid Asphalt - *Procurement*
4. Approval of a Contract with Albina Holdings, Inc. for Liquid Asphalt - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Technology Services

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3536-16 with the Oregon Department of Revenue for Digital GIS tax lot Conversion

E. Business & Community Services

1. Approval of a Revenue Intergovernmental Agreement with Oregon Department of Fish and Wildlife for Fish Monitoring at Spring Park Natural Area

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of an Amendment to an Intergovernmental Agreement between Clackamas County Service District No. 1 and Metro for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award
2. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Johnson Creek Monitoring.
3. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring.
4. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Creek Flow Monitoring.

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

June 23, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2016

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2016.
Dollar Amount and Fiscal Impact	\$15,672.42 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(April 1, 2016 – June 30, 2016)
Previous Board Action	First, Second, and Third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2016 (April 1, 2016 – June 30, 2016). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2016 will be \$15,669.81 for Low Rent Public Housing and \$2.61 for Jannsen Road Apartments. Of the total fourth quarter write offs, \$4,436.93 was for uncollected rents and \$11,235.49 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first, second, third, and fourth quarters of fiscal year 2016 will be \$50,581.63.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

June 23, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Resolution 1913 Approving the Housing Authority of Clackamas County
FY 2016/2017 Budget

Purpose/Outcomes	Approval of the Housing Authority 2016-2017 budget, and approval to submit to the U.S. Department of Housing and Urban Development
Dollar Amount and Fiscal Impact	\$20,162,230
Funding Source	U.S. Department of Housing and Urban Development
Duration	July 1st 2016- June 30th 2017
Previous Board Action	The previous Fiscal Year Housing Authority Budget was approved on June 18th, 2015 by the Housing Authority Board of Directors.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins- Executive Director, Housing Authority 503-655-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of its FY 2016/2017 Agency-Wide Budget and approval of Resolution 1913 which allows the Housing Authority to submit its budget to the U.S. Department of Housing and Urban Development.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2016/2017 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's five functions:

- Low Rent Public Housing (referred to as LRPH in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Central Office (Administration)
- Programmatic Grants (referred to as Grants in the budget document)

Total expenditures are estimated to be \$20,162,230. The total operating deficit for this year is projected to be <\$560,042>. Of this deficit, <\$181,655> is Public Housing loss which will be covered by the Public Housing Reserve account. Vouchers, Local Projects, Central Office (Administration) and Development show a combined deficit of <\$406,317>. These losses are offset by \$350,000 generated by Easton Ridge Development Fees. The balance <\$56,317> will come from HACC Local Project Reserves.

RECOMENDATION:

HACC recommends the approval of both Resolution 1913 adopting HACC's 2016/2017 Public Housing Budget; and the Agency-wide 2016/2017 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574, Public Housing Authority Board Resolution Approving Operating Budget.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

In the Matter of Approving the Housing Authority's 2016/2017 Public Housing Operating Budget by Project

RESOLUTION NO. 1913

WHEREAS, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2017 and

WHEREAS, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

WHEREAS, the budget indicates a source of funds adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 23rd day of June, 2016

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County

PHA Code: OR001

PHA Fiscal Year Beginning: 07/01/2016

Board Resolution Number: 1913

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on:
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

06/23/2016

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: John Ludlow	Signature:	Date: 06/23/2016
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Description of Fund

The Housing Authority provides affordable and safe housing to low income residents by owning and managing a portfolio of about 900 units, and by administering the Housing Choice Voucher program (1,651 vouchers).

Many clients are elderly or disabled, or former victims of domestic violence who are now single women-head of household with children. There are six (6) budget activities: Low Rent Public Housing (operation of 545 public housing units); Housing Choice Vouchers (administration of the voucher program and pass through rent assistance); Local Projects (operation of 355 other affordable and special needs housing units); Central Office (administration and finance); Housing Development (creating new housing or preserving existing units); and Grants (Capital Fund and Resident Self-Sufficiency).

Revenue Summary

Ninety-seven (97%) of revenues are Federal funds, allocation from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form: Public Housing Operating Subsidy for the operations of public housing; Capital Fund Grant for major physical repairs of public housing; Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords; and Grants for Family Self-Sufficiency and Resident Services. The total amount is \$19,602,188. This is a 6.35% increase over last year's budget. The additional funding was the result of the 28% increase in the Fair Market Rents that came from the Market Analysis completed on behalf of the Portland/Vancouver region.

Of that total, other non-federal earned revenue includes: Local Projects housing portfolio totaling \$633,633 (including \$90,960 of county contribution).

Expenditure Summary

Total expenditures are estimated to be \$20,162,230. The total operating deficit for this year is projected to be <\$560,042>. Of this deficit, <\$181,655> is Public Housing loss which will be covered by the Public Housing Reserve account. Vouchers, Local Projects, Central Office (Administration) and Development show a combined deficit of <\$406,317>. These losses are offset by \$350,000 generated by Easton Ridge Development Fees. The balance <\$56,317> will come from HACC Local Project Reserves.

We have worked diligently to identify and implement options and opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

Significant Issues & Changes

HUD funding dramatically impacts HACC's budget. For example, the Voucher Program has received from HUD a proration between 70% and 80% of allowable administrative fees, the last three years. HACC has reduced Voucher frontline FTE's in past budgets in response to these cuts. This has resulted in an increased workload of about 120% of the industry standard for Section 8 administration. The Capital Fund for public housing physical repairs has been reduced from past levels.

Ongoing development fees for Easton Ridge are expected to be in the range of \$250,000 – \$300,000 annually.

The most significant change to the HACC budget was an increase in the Fair Market Rent (FMR). FMR's are set by HUD and are the maximum amount of assistance HACC can provide for Section 8 Voucher holders. Over the last 3 years FMR's rose 1% per year, while Market rents rose at over 11% per year. The result was that the lowest income residents of the County, even with a voucher, could not find a place to live. In a cooperative effort the region hired a consultant to conduct a Rent Analysis which resulted in HUD increasing the FMR in our region by 28%. In addition, HUD provided HACC \$776,635 of additional Housing Assistance Payment funds to minimize the impact on the number of households who could assist when the FMR's increased.

Low Rent Public Housing (LRPH)

Three Property Managers are responsible for management of 545 units of federally subsidized public housing in five Asset Management Property grouping. Each property manager is responsible for a portfolio of housing ranging from

200 to 213 units. To support the operations of the housing, each Property Manager has a staff of maintenance personnel and an administrative support position. Staff performs wait list management, unit leasing of new residents, grounds and unit maintenance, oversight of landlord/tenant issues, provision of resident services, and annual recertification of resident income per HUD guidelines to establish housing eligibility.

Voucher Program

The Voucher staff oversees the issuance of 1,651 rent subsidy vouchers for eligible clients to use in the rental of housing from private landlords who participate in the voucher program. To support this activity, staff manages waiting list and preferences, performs on-site rental inspections to meet housing quality requirements, issues vouchers to clients once eligibility requirements are met, responds to landlord/client issues, and annually recertifies each resident's income per HUD guidelines to establish housing eligibility.

Local Projects

Local Projects includes HACC owned housing units that are self-managed or third-party managed that are not part of the Public Housing portfolio. Third-party managed units are managed by Quantum Property Management and include Arbor Terrace in Molalla and Easton Ridge in Clackamas. Self-managed units include 11 units of family affordable housing and 55 units of special needs housing either managed by HACC or leased to the County or to a third-party service provider.

Resident Services

Resident Services programs promote the development of local strategies to assess the needs of Public Housing and Section 8 residents and then coordinate available resources in the community to meet those needs.

These services enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency. For elderly or disabled residents, the program helps improve living conditions and enable residents to age-in-place. For low-income families the program provides opportunities for education, job training, counseling and other forms of social service assistance.

HACC received HUD grants for Resident Services in both major programs. In Public Housing this is the Resident Opportunities and Self Sufficiency (ROSS) Grant Program. In Section 8, it's the Family Self-Sufficiency (FSS) Program. The total budget for both grants is \$326,257.

Development

The Development Coordinator is responsible for overseeing all of the development activities that involve HACC funding or impact HACC properties. This includes project managing all new developments, and facilitating the planning and pre-development meetings associated with the potential sale and/or redevelopment of HACC Public Housing properties.

Central Office

The Central Office oversees the administrative operations of the agency. Functions include the Executive Director who provides general oversight; the Housing Asset Manager, who oversees LRP, Local Project, and Tax Credit property, the Finance Manager who oversees HACC's finances and financial reporting requirements, and the Administrative Services Supervisor who oversees office staff and is responsible for administering special HACC projects and activities.

Grants

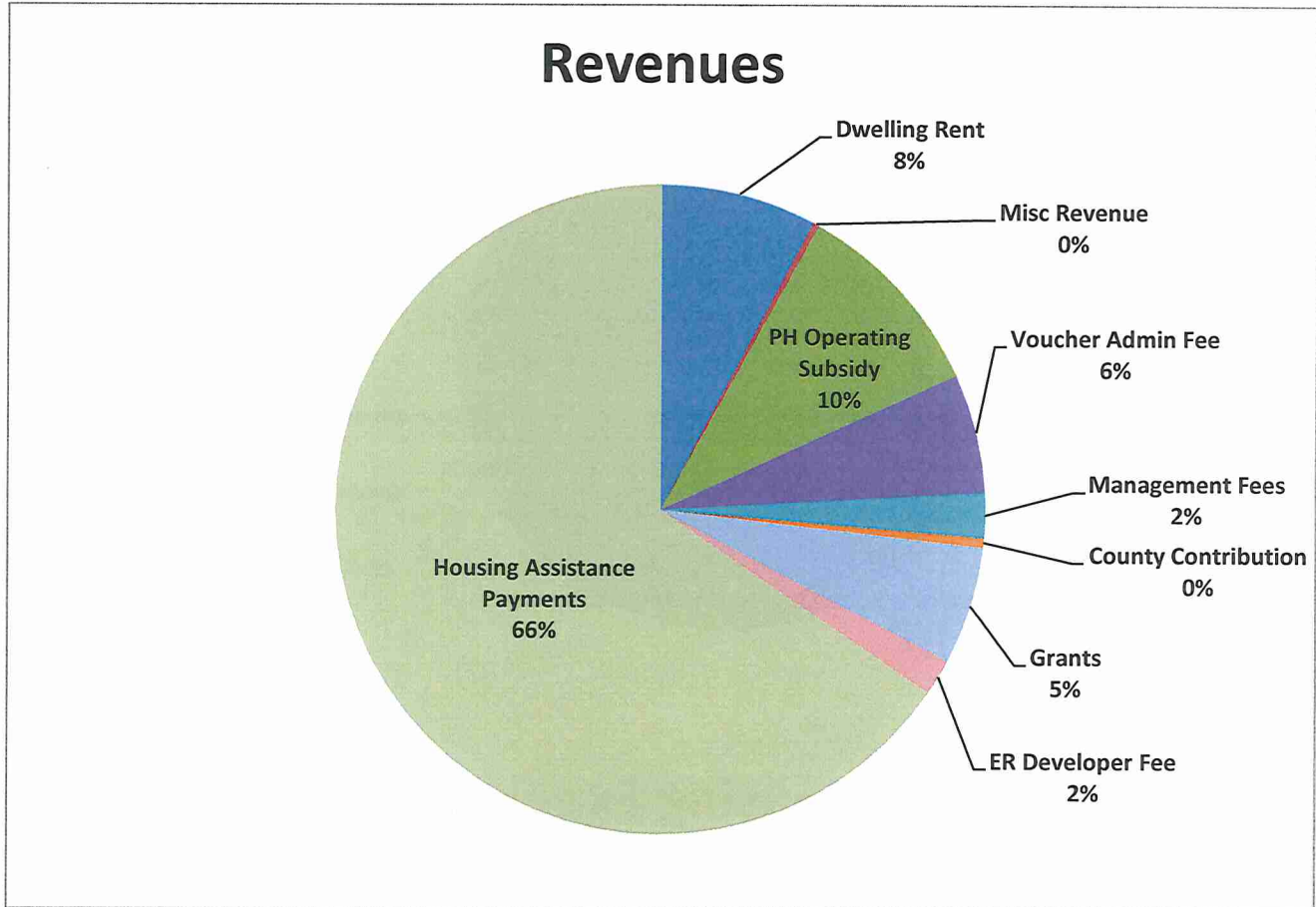
Grants are focused primarily in two areas. First, HUD provides an annual Low Rent Public Housing Capital Fund grant for the renovation and modernization of public housing. Second, HUD provides two grants for supportive housing, a Shelter Plus Care grant for disabled homeless and a grant for domestic violence homeless transitional housing at Janssen Road Apartments.

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Development	Grants	Total	FY 2016 6/30/2016 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
INCOME:										
Dwelling rent	1,343,381		494,176				1,837,557	1,721,411	116,146	6.75%
Vacancy loss (3%)	(43,948)		(7,516)				(51,464)	(50,455)	(1,009)	2.00%
Other tenant income	102,431	4,992	22,728				130,151	113,303	16,848	14.87%
Operating subsidy	1,966,101	1,158,327				103,487	3,227,915	3,091,882	136,033	4.40%
Housing assistance payments		12,449,305				314,976	12,764,281	11,987,646	776,635	6.48%
Mgmt fees			5,185	426,553			431,738	437,066	(5,328)	-1.22%
Interest income	10,880	0	18,100	0			28,980	29,087	(107)	-0.37%
County contribution			90,960				90,960	90,960	-	0.00%
Grant revenue	176,000		10,000	88,000	130,000	702,000	1,106,000	970,000	136,000	14.02%
Other/Inkind	<u>13,077</u>		<u>0</u>	<u>0</u>		<u>22,993</u>	<u>36,070</u>	<u>41,292</u>	<u>(5,222)</u>	<u>-12.65%</u>
TOTAL REVENUE	<u>3,567,922</u>	<u>13,612,624</u>	<u>633,633</u>	<u>514,553</u>	<u>130,000</u>	<u>1,143,456</u>	<u>19,602,188</u>	<u>18,432,192</u>	<u>1,169,996</u>	<u>6.35%</u>
ADMINISTRATIVE EXPENSE:										
Salaries	428,854	634,887	62,923	382,282	68,045	13,691	1,590,682	1,464,533	126,149	8.61%
Employee benefits	215,501	387,470	36,770	210,748	31,406	4,623	886,518	826,798	59,720	7.22%
Legal fees	19,340	9,856	848	558			30,602	30,001	601	2.00%
Staff training/travel	5,548	3,615	309	4,745	4,000	0	18,217	11,001	7,216	65.59%
Auditing fees	30,812	15,770	1,355	836	184		48,957	48,000	957	1.99%
Other administrative expenses (2)	152,589	244,285	10,807	189,288	129,366	0	726,335	560,000	166,335	29.70%
Management fee expense	<u>361,153</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>361,153</u>	<u>431,881</u>	<u>(70,728)</u>	<u>-16.38%</u>
TOTAL ADMINISTRATIVE	<u>1,213,797</u>	<u>1,295,883</u>	<u>113,012</u>	<u>788,457</u>	<u>233,001</u>	<u>18,314</u>	<u>3,662,464</u>	<u>3,372,214</u>	<u>290,250</u>	<u>8.61%</u>
TENANT SERVICES:										
Salaries	9,500	51,057				46,382	106,939	155,364	(48,425)	-31.17%
Benefits	5,925	33,729				28,926	68,580	80,144	(11,564)	-14.43%
Other	<u>48,590</u>	<u>0</u>	<u>90,000</u>	<u>0</u>		<u>12,148</u>	<u>150,738</u>	<u>70,648</u>	<u>80,090</u>	<u>113.36%</u>
TOTAL TENANT SERVICES	<u>64,015</u>	<u>84,786</u>	<u>90,000</u>	<u>0</u>	<u>0</u>	<u>87,456</u>	<u>326,257</u>	<u>306,156</u>	<u>20,101</u>	<u>6.57%</u>
UTILITIES:										
Water	157,563		3,212			219	160,994	157,840	3,154	2.00%
Sewer	346,066		8,054			832	354,952	348,000	6,952	2.00%
Electricity	118,958		1,714	5,847	1,284	119	127,922	125,414	2,508	2.00%
Gas	<u>42,676</u>	<u>0</u>	<u>70</u>	<u>1,820</u>	<u>399</u>	<u>0</u>	<u>44,965</u>	<u>44,083</u>	<u>882</u>	<u>2.00%</u>
TOTAL UTILITIES	<u>665,263</u>	<u>0</u>	<u>13,050</u>	<u>7,667</u>	<u>1,683</u>	<u>1,170</u>	<u>688,833</u>	<u>675,337</u>	<u>13,496</u>	<u>2.00%</u>
MAINTENANCE:										
Labor	598,747		34,755	0		0	633,502	631,572	1,930	0.31%
Benefits	396,490		26,082	0		0	422,572	406,165	16,407	4.04%
Materials	146,574		11,425	0		450	158,449	155,346	3,103	2.00%

Housing Authority of Clackamas County						
Public Housing Budget by Project						
Fiscal Year 2016/2017						
	001	002	003	004	005	Project
	Clack Hts	Scattered	Hillside Pk	OCVM	Hillside Mnr	Total
INCOME:						
Dwelling Rent	198,149	477,091	211,576	159,794	296,771	1,343,381
Vacancy Loss	(6,543)	(16,282)	(6,758)	(4,924)	(9,441)	(43,948)
Other Income	20,912	34,282	18,474	12,633	16,130	102,431
Operating Subsidy	364,343	593,414	301,063	388,735	268,546	1,916,101
Housing Assistance						-
Admin Fees						-
Management Fees						-
Interest/Mat'l Fee	1,898	3,590	1,745	1,840	1,807	10,880
County/MH Contrib/CF Mgt Fee						-
Asset Mgmt Fee						-
Rental of admin/highrise building					13,077	13,077
Transfer CGP A/C 1406	32,208	47,168	32,208	32,208	32,208	176,000
Grant Revenue	9,100	13,600	9,100	9,100	9,100	50,000
Development Fee						-
In-Kind Contributions						-
TOTAL REVENUE:	620,067	1,152,862	567,409	599,387	628,197	3,567,922
ADMINISTRATIVE EXPENSE:						
Salaries	75,980	118,385	79,219	76,051	79,219	428,854
Employee Benefits	36,689	66,408	37,832	36,740	37,832	215,501
Legal Fees	3,539	5,183	3,539	3,539	3,539	19,340
Staff Training (incl related trav	475	744	414	475	414	2,522
Travel & Fees	570	893	497	570	497	3,026
Accounting Fees	-	-	-	-	-	-
Auditing Fees	5,639	8,258	5,639	5,639	5,639	30,812
Other admin expenses	28,258	41,249	27,400	28,282	27,400	152,589
DES/H3S Alloc	-	-	-	-	-	-
Consultant Fees	-	-	-	-	-	-
Mgmt/Acct Fee	66,091	96,789	66,091	66,091	66,091	361,153
TOTAL ADMINISTRATIVE:	217,242	337,908	220,631	217,387	220,631	1,213,798
TENANT SERVICES:						
Salaries	1,749	2,504	1,749	1,749	1,749	9,500
Benefits	1,091	1,561	1,091	1,091	1,091	5,925
Recreation, publications, other	1,020	510	1,020	1,020	1,020	4,590
Contract Costs, training, other	9,000	8,000	9,000	9,000	9,000	44,000
Relocation		-				-
TOTAL TENANT SERVICES:	12,860	12,575	12,860	12,860	12,860	64,015
UTILITIES:						
Water	32,799	52,437	21,800	35,883	14,644	157,563
Sewer	71,274	96,886	51,408	73,355	53,143	346,066
Electricity	14,154	6,589	6,585	6,198	85,432	118,958
Gas	1,309	2,271	1,495	1,150	36,452	42,676
TOTAL UTILITIES:	119,535	158,183	81,289	116,585	189,671	665,262
MAINTENANCE:						
Labor	111,175	197,565	91,166	111,175	87,667	598,747
Benefits	67,416	145,509	60,127	67,416	56,021	396,490
Materials	34,299	57,457	15,391	23,305	16,123	146,574
Garbage Contract	38,570	65,256	33,180	34,207	8,430	179,642

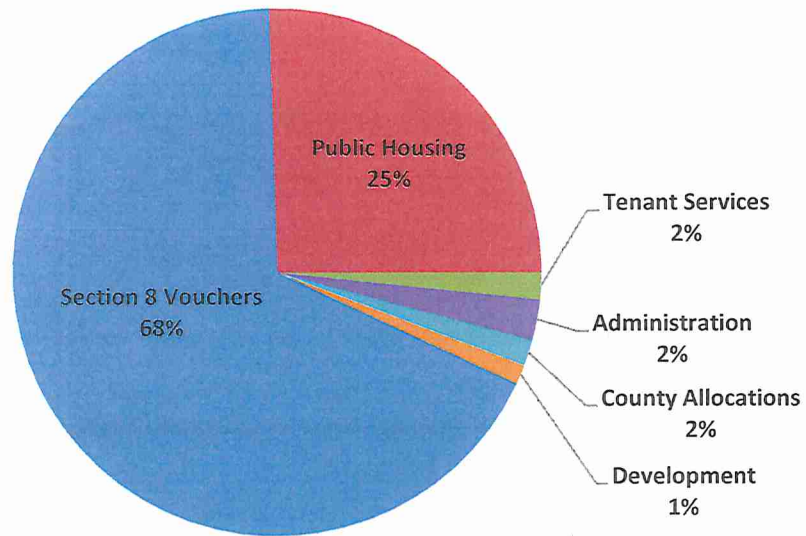
	001	002	003	004	005	Project
	Clack Hts	Scattered	Hillside Pk	OCVM	Hillside Mnr	Total
Other Contracts	25,613	64,700	26,612	25,781	23,618	166,323
Maint Material Fee						-
Maint Labor Fee						-
TOTAL MAINTENANCE:	277,073	530,486	226,475	261,883	191,859	1,487,777
GENERAL EXPENSES:						
Property/Casualty Insurance	16,260	25,656	12,690	17,089	15,499	87,194
PILOT	9,450	24,420	15,190	8,758	13,019	70,837
Workers Comp Ins	4,041	5,898	3,307	3,493	2,752	19,490
Collection Losses	6,358	15,820	6,565	4,784	9,173	42,699
Other General Expenses	6,120	1,020	6,120	6,120	6,120	25,500
Rental - admin bldg	-	-	-	-	-	-
Extraordinary Maint	-	-	-	-	-	-
Asset Mgmt Fee	12,000	17,400	12,000	12,000	12,000	65,400
Compensated Absences/OPE	1,433	2,243	1,248	1,433	1,248	7,606
TOTAL GENERAL EXPENSES	55,661	92,457	57,120	53,677	59,811	318,726
TOTAL EXPENSES	682,371	1,131,608	598,375	662,392	674,832	3,749,577
OPERATING SURPLUS (DEFICIT)	(62,304)	21,255	(30,966)	(63,005)	(46,635)	(181,655)

HACC 2016-2017 Budget

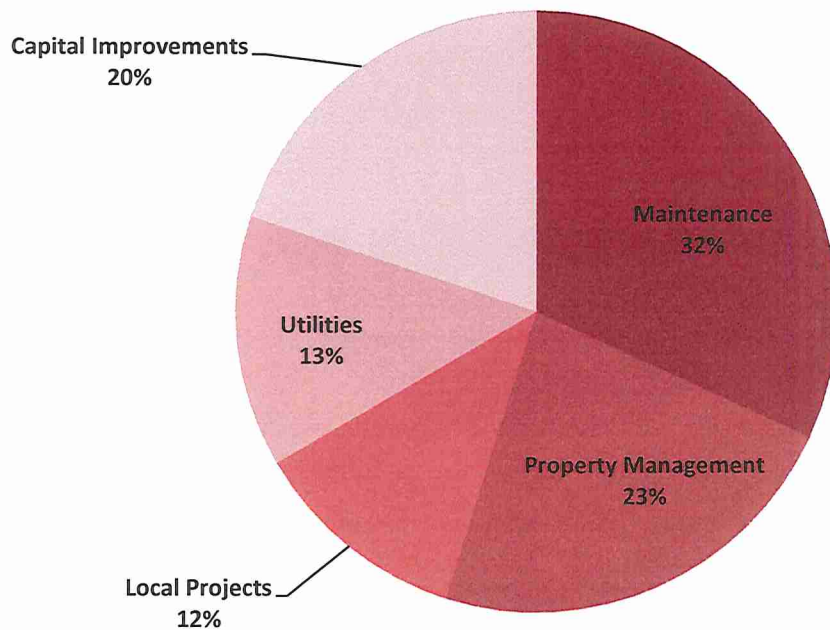


HACC 2016-2017 Budget

HACC Expenses



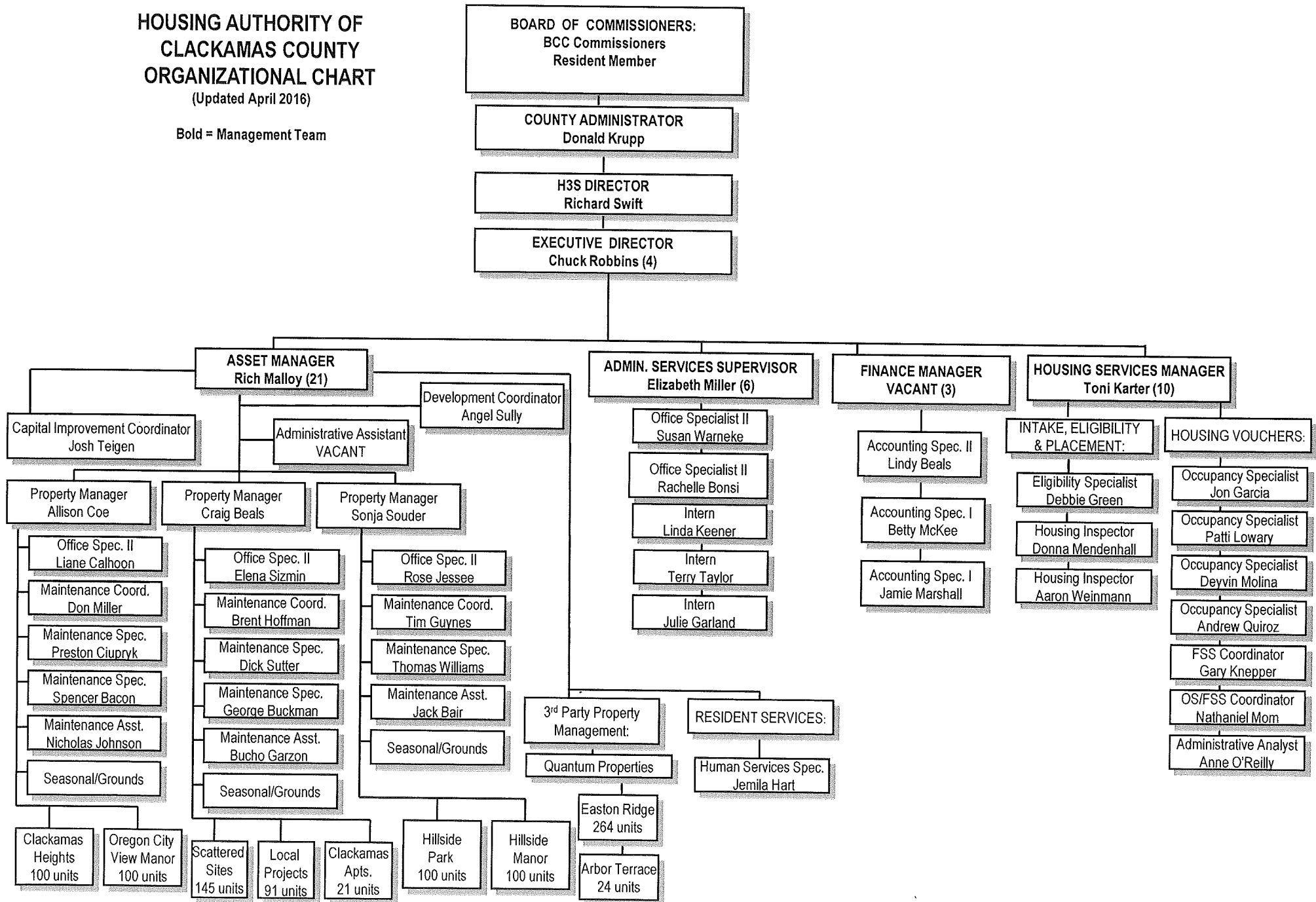
Public Housing Expenses



HOUSING AUTHORITY OF CLACKAMAS COUNTY ORGANIZATIONAL CHART

(Updated April 2016)

Bold = Management Team





June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

**Adoption of Previously Approved Comprehensive Plan and
Zoning and Development Ordinance Amendments
ZDO-256 – Damascus Zoning**

Purpose/Outcomes	Amend the Clackamas County Comprehensive Plan and Zoning and Development Ordinance (ZDO).
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	On March 17, 2016, the Board of County Commissioners approved this project as part of the Planning & Zoning Division's work program for 2016-2017. At the Board's issues session of April 19, 2016, the Planning Director presented an April 18 memo outlining in greater detail the Planning and Zoning Division's proposed timeline/scope for project completion, and the Board directed work to proceed.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities.
Contact Person	Nate Boderman, Assistant County Counsel – 503-655-8364
Contract No.	N/A

BACKGROUND:

File ZDO-256 is a proposed legislative map amendment to change the land use plan designation and zoning for any land removed from the City of Damascus, unless such land is annexed by another city. Attached to the Ordinance are maps showing the county Plan and zoning designations and overlay zones for the affected area. Some land has already been de-annexed from the city, and based on the results of the May 17, 2016, election, it appears that the disincorporation of the City of Damascus will become effective on July 18, 2016; however, there is still a legal challenge to be resolved. As drafted, the Ordinance will take effect on July 18, 2016, for properties that have already de-annexed from Damascus but not subsequently annexed into Happy Valley. For all remaining lands in the city, the changes would be effective on the effective date(s) of any subsequent de-annexation or disincorporation. Depending on the outcome of the pending legal challenge to disincorporation, this date may prove to be July 18, 2016, as well.

Shortly after incorporating, the City of Damascus adopted the Clackamas County Comprehensive Plan and Zoning and Development Ordinance as they existed on January 17, 2005. The city has not amended these documents. Since 2005, however, the county has adopted numerous changes to the text of its Plan and ZDO and to Plan maps of a general nature (e.g., transportation system maps), resulting in significant differences between the city's provisions and the county's. Pursuant to Oregon Revised Statutes 215.130(3), the city's Plan and ZDO continue to apply to land removed from the city until the county provides otherwise. This Ordinance is intended to bring unincorporated property under the county's land use regulations for ease of administration and for consistency with similarly planned and zoned land elsewhere in the county.

As a technical matter, this Ordinance will implement Comprehensive Plan land use designation map amendments and zoning district map amendments to apply the county's Plan designation and zoning district in place of the corresponding city Plan designation and zoning district. For example, city Rural Industrial becomes county Rural Industrial, city Exclusive Farm Use becomes county Exclusive Farm Use, etc. In some cases, county overlay zones (e.g., floodplain, historic landmark) also will be applied. In most cases, current city overlay zones correspond with county overlay zones. The practical effect of these map amendments is to apply the county's current Plan and ZDO text (permitted uses, dimensional standards, special use requirements, development standards, land use application procedures, etc.) to the affected properties.

As part of the adoption of the Habitat Conservation Area (HCA) and Water Quality Resource Area (WQRA) overlay zones for city lands, this Ordinance includes the adoption of the HCA and WQRA maps adopted by Metro for the Damascus area. These maps were omitted from the county's 2009 adoption of HCA and WQRA regulations because Damascus was incorporated by that time. Because the city has not adopted these overlay zones and related regulations into their code, the city has been applying the Metro standards directly as required by Metro Code.

A hearing was held on June 13, 2016, for Planning Commission consideration of the proposed Plan and ZDO amendments. The Planning Commission voted 7-0 to recommend to the BCC that ZDO-256 be approved as recommended by staff. The BCC will be reviewing the Planning Commission's recommendation and conducting an additional public hearing on June 22, 2016.

Given the effective date of the disincorporation and the time constraints associated with conducting public hearings before the Planning Commission and the BCC, staff has drafted the attached staff report prior to knowing the outcome of the June 22, 2016 public hearing. The attached ordinance reflects adoption of the Planning Commission's recommendation. If the BCC elects to not adopt the Planning Commission's recommendation, this agenda item will be withdrawn.

RECOMMENDATION:

Staff respectfully requests that the Board unanimously adopt the proposed ordinance on an emergency basis, making it effective on July 18, 2016. This will ensure the approved County land use regulations will apply immediately upon the effective date of disincorporation of Damascus, and will also apply to those properties that have previously deannexed from the city. In the event the legal challenge to the disincorporation is successful, this ordinance will immediately apply to properties in unincorporated Clackamas County upon future deannexation or disincorporation.

The ordinance may be read by title only if no member of the Board requests that the ordinance be read in full.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

Attachments:
Proposed Ordinance with exhibits

ORDINANCE NO. ZDO-256

An Ordinance Amending Map 4-6, Map 4-7 and Appendix A of the Clackamas County Comprehensive Plan and Zoning Maps 1-7, 1-8, 2-6, 2-7 and 2-8 of the Clackamas County Zoning and Development Ordinance

WHEREAS, on November 2, 2004, the City of Damascus was incorporated; and

WHEREAS, on January 17, 2005, the City of Damascus adopted the Clackamas County Comprehensive Plan and the Clackamas County Zoning and Development Ordinance as the Comprehensive Plan and implementing regulations for the city; and

WHEREAS, certain property formerly in the City of Damascus has de-annexed from the city and is now unincorporated; and

WHEREAS, additional land may de-annex from the City of Damascus or the city may disincorporate; and

WHEREAS, Oregon Revised Statutes 215.130(3) provides, "An area within the jurisdiction of city land use planning and regulatory provisions that is withdrawn from the city shall remain subject to such plans and regulations which shall be administered by the county until the county provides otherwise."; and

WHEREAS, Clackamas County has substantially amended its Comprehensive Plan and Zoning and Development Ordinance since January 17, 2005, the date the City of Damascus adopted those documents, but the city has not made corresponding amendments, meaning that land in city zoning districts that correspond to county zoning districts is now subject to different regulations; and

WHEREAS, it is necessary to bring unincorporated property previously in the City of Damascus under Clackamas County's land use regulations for ease of administration and for consistency with similarly planned and zoned land elsewhere in the county; and

WHEREAS, in order to bring unincorporated property previously in the City of Damascus under Clackamas County's land use regulations, it is necessary to change the land use plan designation and zoning district that apply to such land from city designations/zones to the corresponding county designations/zones, and to adopt or change overlay zoning districts as applicable; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan and Zoning and Development Ordinance on June 13, 2016; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Board of County Commissioners orally approved the Planning Commission's recommendation on June 22, 2016; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

- Section 1:** Maps 4-6 and 4-7 of the Clackamas County Comprehensive Plan are hereby amended to apply land use plan designations and Resource Protection Open Space as shown in Exhibit A, hereto attached.
- Section 2:** Zoning maps 1-7, 1-8, 2-6, 2-7 and 2-8 of the Clackamas County Zoning and Development Ordinance are hereby amended to apply base zoning districts and the Historic Landmark overlay zoning district as shown in Exhibit B, hereto attached.
- Section 3:** Nature in Neighborhoods/Title 13 maps are adopted by reference in Appendix A of the Clackamas County Comprehensive Plan as Habitat Conservation Area maps, as shown in Exhibit C, hereto attached.
- Section 4:** The Habitat Conservation Area overlay zoning district is applied to all parcels containing a Habitat Conservation Area (HCA) identified in Exhibit C, hereto attached, and to any area that is less than 100 feet outside the boundary of an HCA even if the area is not located on the same parcel as the HCA. However, the HCA overlay zoning district is not applied to land that is outside both the Metropolitan Service District Boundary and the Portland Metropolitan Urban Growth Boundary.
- Section 5:** The Potential Title 3 Water Quality Resource Areas map is adopted by reference in Appendix A of the Clackamas County Comprehensive Plan as a Water Quality Resource Area map, as shown in Exhibit D, hereto attached.
- Section 6:** The Floodplain Management overlay zoning district is applied to the special flood hazard area identified by the Federal Insurance Administration in a scientific and engineering report entitled, "The Flood Insurance Study for Clackamas County, Oregon & Incorporated Areas," dated June 17, 2008, with accompanying Flood Insurance Rate Maps.
- Section 7:** The River and Stream Conservation Area overlay zoning district is applied to land that is outside both the Metropolitan Service District Boundary and the Portland Metropolitan Urban Growth Boundary and is in one of the following categories:
- Within 100 feet of the mean high water line of large Type F streams identified on Water Protection Rule Classification Maps compiled pursuant to Oregon Administrative Rules Chapter 629, Division 635; dated September, 1994; and on file in the offices of the Planning and Zoning Division (hereinafter referred to as the WPRC maps)

- Within 70 feet of the mean high water line of medium Type F streams identified on the WPRC maps
- Within 50 feet of the mean high water line of small Type F streams identified on the WPRC maps

Section 8: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the imminent effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, Sections 3 and 5 of this ordinance shall be effective on July 18, 2016. Sections 1, 2, 4, 6 and 7 shall be effective as to unincorporated land under the jurisdiction of Clackamas County on July 18, 2016. For land still in the City of Damascus on July 18, 2016, Sections 1, 2, 4, 6 and 7 shall be effective on the effective date of de-annexation or disincorporation of that land.

ADOPTED this 23rd day of JUNE, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller

Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

**Adoption of Previously Approved Comprehensive Plan
Amendments ZDO – 255 - SE 172nd Ave / 190th Drive Corridor
Management Plan**

Purpose/Outcome	Amend the Comprehensive Plan
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Safety Impact	None anticipated
Duration	Indefinitely
Previous Board Action/Review	Board of County Commissioners held a public hearing on June 15, 2016
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities.
Contact Person	Karen Buehrig, 503-742-4683
Contract No.	None

BACKGROUND:

ZDO-255 is a legislative text amendment to the “SE 172nd Avenue/SE 190th Drive Corridor Management Plan (Revised April 2016)” which addresses the re-alignment of the planned intersection at SE 172nd Ave. and SE Troge Rd. to minimize impacts to an identified wetland. The SE 172nd Avenue/SE 190th Drive Corridor Management Plan is adopted by reference into the County’s Comprehensive Plan (Appendix A) and is one of the Special Transportation Plans identified in Chapter 5 of the County’s Comprehensive Plan (“Plan”).

The Planning Commission conducted a public hearing on this matter on May 23, 2016. The Planning Commission unanimously recommended that the Board approve the ZDO-255 amendment package as proposed.

The Board conducted a public hearing on this matter on June 15, 2016. By a vote of 4-0, the Board voted to approve the amendment package as recommended by the Planning Commission.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

ORDINANCE NO. ZDO-255

An Ordinance Amending Appendix A of the Clackamas County Comprehensive Plan and the SE 172nd Ave / 190th Drive Corridor Management Plan (“172nd Plan”)

WHEREAS, in January 2012 the Board of County Commissioners the BCC voted unanimously to approve ZDO-232, adopting the SE 172nd Ave / 190th Drive Corridor Management Plan;

WHEREAS, the proposed 172nd Plan update more accurately reflects current and future transportation planning efforts and is the result of coordinated efforts between Happy Valley staff and Clackamas County Department of Transportation and Development (DTD) staff; and

WHEREAS, the proposed 172nd Ave Plan is timely due to development interests in the 172nd Avenue / Troge Road intersection area; and

WHEREAS, the Happy Valley City Council adopted Ordinance No. 494 amending its Comprehensive Plan specific to the 172nd Ave Plan to reflect the same changes proposed in ZDO-255; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines, the Metro Urban Growth Management Functional Plan, and the Metro Regional Transportation Plan; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission voted unanimously to recommend approval of proposed amendments on May 23rd, 2016; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Board of County Commissioners orally approved the Planning Commission’s recommendation on June 15, 2016 by a vote of 4-0; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

- Section 1:** Chapter 5 of the Clackamas County Comprehensive Plan is hereby amended, as shown in Exhibit A hereto.
- Section 2:** Sections of the SE 172nd Ave/ 190th Drive Corridor Management Plan is hereby amended as shown in Exhibit B hereto.
- Section 3:** This ordinance shall be effective on July 14, 2016.

ADOPTED this 23rd day of June, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

June 23, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with Health Share of Oregon for Behavioral Health services
to members enrolled the Oregon Health Plan (OHP)

Purpose/Outcomes	The purpose of this agreement is to provide Behavioral Health Services to Health Share of Oregon members enrolled in the Oregon Health Plan (OHP).
Dollar Amount and Fiscal Impact	The total amount of the agreement is unknown, because the number of clients who will be enrolled in OHP and assigned to Clackamas County Health Centers Division (CCHCD) cannot be projected with certainty. No County General funds are involved.
Funding Source	Health Center Clinics
Duration	July 1, 2016 – Until Terminated
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Efficient and effective Services 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7642

Background

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with Health Share of Oregon for the purpose of providing Behavioral Health Services.

This agreement will allow Health Share to refer their clients enrolled in the Oregon Health Plan (OHP) to CCHCD for treatment services.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized referrals cannot be projected with certainty. No County General Funds are involved. The agreement is effective July 1, 2016 and will continue until terminated. This document was reviewed by County Counsel on June 9, 2016.

Recommendation

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

HEALTH SHARE OF OREGON
PROVIDER PARTICIPATION AGREEMENT

This Provider Participation Agreement (“Agreement”) is made and entered into as of July 1, 2016 (“Effective Date”), by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (“Provider”).

RECITALS

A. Health Share is a nonprofit organization that operates as a coordinated care organization as such term is defined under Oregon law (“CCO”), and as such, Health Share coordinates health care coverage for enrollees of the Oregon Health Plan (“OHP”) or otherwise;

B. As a CCO, Health Share desires to provide Members with a broad network of high quality, efficient and convenient health care facilities, professionals, and other provider types from which Members may receive covered services;

C. Provider desires to provide covered services to Health Share Members; and

D. Health Share desires, in support of developing a network, to contract with Provider to become a participating provider in Health Share’s network; and Provider wishes to so participate in Health Share’s network and to fully cooperate with Health Share and other Health Share providers in supporting Health Share’s goals, all in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and promises contained herein, Health Share and Provider agree as follows:

ARTICLE I
DEFINITIONS

“**Contracted Services**” has the meaning given to that term in Section 2.1.

“**Covered Service**” means health care services and supplies that are Medically Necessary and for which benefits are available under a Member’s Plan.

“**Medically Necessary**” means services and medical supplies required for prevention, diagnosis or treatment of a health condition that encompasses physical or mental conditions, or injuries and are (a) consistent with the symptoms of a health condition or treatment of a health condition; (b) appropriate with regard to standards of good medical practice and generally recognized by the relevant scientific community and professional standards of care as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies, and; (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member.

“**Member**” means a person who is enrolled in a Plan with Health Share, generally identifiable through a Health Share identification card issued to the person, and who is eligible to receive Covered Services.

“**PHI**” has the meaning given to that term in Section 2.1.

“**Plan**” means the contract or arrangement that has been established with Health Share, including contracts or arrangements established by federal and state governmental programs, that entitles Members to receive specific Covered Services through Health Share.

“**Provider Manual**” means a separate reference source developed by Health Share that contains written policies and procedures and other information that Provider will need to know to perform its obligations under this Agreement. The manual may include, but is not limited to, information pertaining to payment, reimbursement, credentialing, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, service authorization requests, member rights, third-party recovery, evidence-based clinical practice guidelines, privacy, security, care integration and coordination activities, audit rights of Health Share and RAEs, overpayment recoveries, and such other matters determined from time to time by Health Share and RAEs.

“**Practitioners**” has the meaning given to that term in Section 2.3.

“**Provider Qualifications**” has the meaning given to that term in Section 2.9.

“**Records**” has the meaning given to that term in Section 2.13.

“**Risk Accepting Entity**” or “**RAE**” means the individual entities that have entered into a Risk Accepting Entity Participation Agreement with Health Share in exchange for a per member per-month payment described in the same agreement. The entities defined as RAEs, which may change from time-to-time, are listed in Exhibit A. Health Share Members will be assigned to a particular RAE.

ARTICLE II OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

2.1 Covered Services. Provider will accept Members as patients and provide to Members the Covered Services listed in the attached and incorporated herein Covered Services and Compensation Addendum(s) of this Agreement that are Medically Necessary (the “Contracted Services”). Provider will provide those Contracted Services to Members in an amount, duration and scope that is not less than the amount, duration and scope for the same services provided by Provider to other individuals who receive services equivalent to those Contracted Services. The facilities at which Provider will provide Covered Services to Members are listed in Exhibit B. Provider will ensure that Contracted Services rendered by Provider: (i) are within the scope of, and in accord with, the Provider’s and Practitioner’s license and certifications, (ii) are within the scope of privileges granted by Health Share or the applicable RAE, and (iii) meet the community professional standards relevant to the services provided. Provider acknowledges that the rights of Members to receive particular services is governed by the terms of the relevant Plan covering the Members.

2.2 RAE Access to Provider Services. Provider acknowledges and agrees that under the requirements of this Agreement, Provider will provide Contracted Services on behalf of either Health Share or the applicable RAE to which a Member is assigned. Provider will cooperate in good faith with Health Share and each RAE in providing the Contracted Services to Members under this Agreement.

2.3 Practitioners. Provider will ensure that all of Provider's employed and contracted professionals who provide Contracted Services to Members (the "Practitioners"): (i) comply with all of the terms and conditions of this Agreement (unless the context requires otherwise), (ii) are credentialed by Provider prior to providing services to Members and meet Health Share's credentialing and recredentialing requirements, and (iii) comply with all requests for information from Health Share related to Practitioners' qualifications. Provider will not bill for or be entitled to receive any compensation for providing any services that are inconsistent with the privileges granted to a particular Practitioner. Provider will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to Practitioners.

2.4 Hours of Operation. Provider will arrange for provision of Contracted Services during normal office hours that are not less than the hours of operation offered to Provider's other patients.

2.5 Care Integration and Coordination. Provider will support Health Share and RAE in the implementation of care integration and coordination activities to develop, support and promote Health Share's and RAE's efforts to integrate and coordinate care among providers to create a continuum of care that integrates mental health, addiction treatment, dental health, physical health and community-based interventions seamlessly and holistically. Provider will also participate with Health Share and RAE in the implementation of evidence based clinical practice guidelines. Provider will consult with and comply with the Provider Manual related to the referral of Members to other providers for services.

2.6 Equipment and Supplies. At Provider's own cost and expense, Provider will supply the required personnel, equipment, instruments and supplies required to perform the Covered Services. Provider will ensure that all medical equipment used by Provider in rendering Covered Services: (i) meets the community standards as the appropriate equipment to be used for the services provided, (ii) is in good working order, (iii) is maintained in accord with the equipment manufacturer's schedule for service and maintenance, and (iv) is utilized or operated only by individuals or technicians with appropriate training and qualifications to operate such equipment. Provider will not bill for or be entitled to receive any compensation for providing any services if the Provider's use of the equipment does not meet the requirements of this Section 2.6.

2.7 Compliance with Provider Manual. Health Share shall make available to Provider its Provider Manual, incorporated by reference herein, electronically or, by request, in paper form. Provider agrees to comply with the policies and procedures set forth in the Provider Manual and understands that compliance is necessary to meet the obligations under this Agreement. Health Share may revise and update the Provider Manual from time to time with thirty (30) days' notice to Provider. Provider agrees that such revisions will become part of the Provider Manual and binding on Provider at the end of the 30 day notice period. Notwithstanding the foregoing, the parties understand that if there are any conflicts between the Provider Manual and the Agreement, this Agreement will prevail.

2.8 Reporting Responsibilities. Provider agrees to promptly provide any reports, information, or documents reasonably requested by Health Share or RAE in the form and format requested by Health Share or RAE. Such reports may include without limitation, reports regarding utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses and savings. Provider represents and warrants that any reports and data provided pursuant to this Section 2.8 shall be accurate and complete.

2.9 Qualifications. At all times during the term of this Agreement, Provider shall meet each of the following qualifications (“**Provider Qualifications**”) and ensure that all Practitioners meet those qualifications:

2.9.1 Has and maintains in good standing all required or appropriate state and federal licenses, permits, registrations, certifications, approvals and authorizations to provide Covered Services under this Agreement consistent with state licensure requirements, Medicaid certification and other professional qualifications. Provider shall furnish evidence of the same to Health Share on request;

2.9.2 Has never been, and is not currently, suspended, debarred, or excluded from any federal or state funded health care program or from participating in any government procurement or non-procurement contract;

2.9.3 Provider shall comply with Health Share’s credentialing or recredentialing criteria then in effect. Provider shall promptly provide information required by Health Share to conduct credentialing or recredentialing.

2.9.4 Provider will, if applicable, ensure that each Practitioner: (i) meets all requirements for, obtain, and maintain a medical staff appointment and appropriate clinical privileges at a hospital affiliated with Health Share in accordance with such hospital’s medical staff bylaws, if applicable; and (ii) complies with such hospital’s credentialing policies and procedures and provides all credentials and other necessary information and documents required thereunder to Health Share or its designated agent upon request.

2.9.5 If compliance with any provision of this Agreement would result in the Provider’s or Practitioner’s loss of license, Provider agrees to notify Health Share within thirty (30) days of discovery of such conflict. Provider shall promptly notify Health Share of any action against Provider’s or any Practitioner’s professional license to practice, including but not limited to suspension, revocation or probation. Provider shall also promptly notify Health Share if he or she is convicted of a felony or expelled or suspended from the Medicaid program.

2.10 Representations and Warranties. Provider represents and warrants to Health Share the following, which warranties are in addition to, and not in lieu of, any other warranties provided herein:

2.10.1 Provider has the power and authority to enter into and perform the obligations described in this Agreement;

2.10.2 This Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms;

2.10.3 Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Provider will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Provider's industry, trade or profession; and

2.10.4 Provider shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Covered Services.

2.11 External Quality Review; Access to Records and Facilities. Provider shall cooperate by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Covered Services provided under this Agreement. If copies of such records are required, Provider shall provide those copies at no charge. Provider shall provide timely access to records and facilities and cooperate with Health Share in the collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes. Provider and Health Share agree to cooperate to ensure that the confidentiality restrictions in 42 C.F.R. Part 2-Confidentiality of Alcohol and Drug Abuse Patient Records, as may be amended from time to time ("42 C.F.R. Part 2"), are complied with prior to any review. The requirements described in this Section 2.11 shall survive termination of the Agreement.

2.12 Medical Records. Provider shall develop and maintain a medical record keeping system that:

2.12.1 Includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Necessary services are provided consistent with the documented needs of the Member;

2.12.2 Conforms to accepted professional practice; and

2.12.3 Allows Health Share and RAEs to ensure that data received from Provider is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

2.13 Record Retention.

2.13.1 Provider shall retain, and shall cause its personnel to retain, clinical records for seven (7) years after the date of service for which claims are made. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year period, Provider shall retain, and shall cause its personnel to retain, the clinical records until all issues arising out of the action are resolved.

2.13.2 Provider shall maintain all financial records related to this Contract in accordance with generally accepted accounting principles. In addition, Provider shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Provider, whether in paper, electronic or other form, that are pertinent to this Contract in such a manner to clearly document Provider's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Provider whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "**Records.**" Provider acknowledges and agrees that OHA, the Secretary of State's Office, CMS, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Provider shall retain and keep accessible all Records for the longer of: (i) six (6) years following final payment and termination of this Agreement; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

2.14 Business Associate Agreement; Consent to Disclose, Redisclose. Provider acknowledges and agrees that protected health information ("PHI") disclosed by Provider to Health Share may be used by or disclosed to RAE pursuant to a business associate agreement between those parties when permissible by law or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Notwithstanding the foregoing, Health Share and Provider agree to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.

2.14.1 Provider will obtain Member's written consent, as required by 42 C.F.R. Part 2 and as may be specified by Health Share, to allow Member's patient identifying information to be disclosed by Provider to the RAEs and redisclosed by the RAEs to Health Share and the State of Oregon, only as such disclosure and redisclosure is required by this Agreement, Oregon law, and at Health Share's reasonable request.

2.15 Subrogation. Provider will subrogate to Health Share any and all claims Provider has or may have against any third parties related to the Contracted Services provided to Members, including manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other products.

2.16 Compliance with Applicable Law. Provider shall comply and cause all its personnel to comply with all Federal, State and local laws, regulations, executive orders and ordinances.

2.17 Informed Consent; Dignity and Respect. Provider shall inform Members about available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand. Provider shall ensure that its personnel treat Members with respect and with due consideration for their dignity and privacy to the same extent as all of Provider's other patients who receive services equivalent to Covered Services.

2.18 Prior Authorization. Provider acknowledges that in order for coverage to be in effect and to qualify for payment under the applicable Plan, some Contracted Services may be subject to

prior authorization. Provider will comply with policies and procedures related to prior authorization included in the Provider Manual, and will not be entitled to receive any compensation if the Provider fails to comply with those policies and procedures.

2.19 Grievances. Provider and Provider's Practitioners will comply with the grievance policies and procedures outlined in the Provider Manual.

2.20 Non-Covered Services. Provider will advise Member of any service, treatment, or test that that is recommended as medically appropriate for the Members in accord with the community standards of the medical profession, even if the service, treatment, or test is not covered under the Plan. This Agreement, and the fact of whether the Plan happens to provide coverage of any particular service, treatment or test, does not alter a Provider's duty to exercise professional skill and judgment in accord with the prevailing community standards applicable to Provider in advising and treating Members relative to that service, treatment, or test. Provider acknowledges that this Agreement may not be interpreted to require Provider to deny care to a Member for services that are not covered under the Plan. Provider will not bill Member for any service, treatment, or test not covered by the Plan unless all of the following conditions have been met: (i) Provider has provided a clear written disclosure in advance to the Member indicating that the service, treatment or test is not covered by the Plan; (ii) Provider has obtained a written consent from the Member acknowledging that the service, treatment or test is not covered and consenting to the service; (iii) such billing is permitted under the Plan; and (iv) such billing is not prohibited by law.

2.21 Nondiscrimination. Provider will not discriminate in the provision of services to Members on the basis of enrollment in the Plan, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age or any other category protected under state or federal law.

2.22 Compliance with Health Care Programs. Provider acknowledges that Provider is subject to, and will comply with utilization management, quality assurance, and fraud and abuse programs of Health Share and RAEs. Provider and Provider's Practitioners agree to cooperate with the Medical Directors of Health Share and the RAEs in the Medical Directors' review of, and in the establishment of programs, policies and procedures to, improve the quality of care delivered to Members.

2.23 Provider Directories of Health Share and RAEs. Provider agrees that Health Share and RAEs may use information about Provider and Provider's Practitioners in written or web site-accessible directories of participating providers. Such information includes the names, addresses, phone numbers, web sites, credentials, and other related information about Provider and Provider's Practitioners.

2.24 Oregon Health Plan Addendum. The terms and conditions set forth in the attached Oregon Health Plan Addendum are incorporated and made a part of this Agreement.

ARTICLE III COMPENSATION AND BILLING

3.1 Compensation. Health Share shall develop and maintain a schedule of payment methodologies and compensation for the Covered Services that Provider provides under this

Agreement, which is set forth in the Covered Services and Compensation Addendum(s) attached to and incorporated to this Agreement. Provider shall be entitled to the amounts and types of compensation described in that Addendum for furnishing Covered Services to Members in accordance with the terms and conditions of this Agreement. Provider agrees to accept as payment in full for Covered Services furnished to Members the compensation described in this Agreement.

3.2 Billing. Provider will be solely responsible to bill and collect for the provision of Covered Services under this Agreement. The primary payer for any compensation owed to Provider is the RAE to which the Member who received the Covered Services is assigned. Provider shall bill and collect for Covered Services in accordance with the following:

3.2.1 Provider shall comply with all relevant policies and procedures regarding billing, coding, claim submission, clean claims, overpayment recovery, audits, documentation, and any other matter related to claims for compensation as described in the Provider Manual.

3.2.2 Provider shall submit claims for Covered Services including all the fields and information needed to allow the claim to be processed without further information from Provider, and within time frames that assure all corrections have been made within one hundred twenty (120) days of the date of service.

3.2.3 Except as specifically permitted by this Agreement, including Third Party Resource recovery, Provider and its personnel may not be compensated for Covered Services performed under this Agreement from any other department of the State, nor from any other source including the federal government.

3.2.4 Provider and Provider's Practitioners will seek only to obtain compensation for Covered Services from the Members' applicable RAE, and at no time will seek compensation from Members other than for those items set forth in the Plan, such as applicable copayments, coinsurance and deductible amounts. In the event of non-payment by Health Share or the applicable RAE for any reason, Provider and Provider's Practitioners will not bill or otherwise attempt to collect any amounts owed.

3.2.5 Provider will bill and make reasonable efforts to collect any copayments, coinsurance and deductibles from Members in accord with the terms of the Plan.

3.3 Coordination of Benefits. Provider agrees to abide by policies and procedures for coordination of benefits, duplicate coverage and third-party liability policies as described in the Provider Manual. If any services to which Members are entitled are also covered under any other group or non-group health plan, prepaid medical plan, insurance policy or Workers' Compensation, Provider and the applicable RAE shall cooperate in the investigation of all such benefits so that Health Share or RAE shall bear no more of the total cost than is required by this Agreement or by the law of the state in which Provider practices. Except as otherwise set forth herein, Provider agrees to accept the negotiated amount as payment in full, whether that amount is paid in whole or in part by the Member, RAE or Health Share, or by any combination of payers, including other payers which may pay before Health Share or RAE in the order of benefit determination.

**ARTICLE IV
RELATIONSHIP OF THE PARTIES**

4.1 Independent Parties. The parties to this Agreement are independent parties, and nothing in this Agreement shall be construed or be deemed to create between them any relationship of principal and agent, partnership, joint venture, or any relationship other than that of independent parties. No party hereto, nor the respective agents or employees of either party, shall be required to assume or bear any responsibility for the acts or omissions, or any consequences thereof of the other party under this Agreement. No party hereto, nor the respective agents or employees of either party, shall be liable to other persons for any act or omission of the other party in performance of their respective responsibilities under this Agreement.

4.2 Tax Obligations. Provider shall be responsible for appropriate management of all federal and state obligations applicable to compensation or payments paid to Provider under this Agreement.

**ARTICLE V
TERM AND TERMINATION**

5.1 Term of Agreement. When executed by both parties, this Agreement shall become effective as of the Effective Date and shall continue in effect until terminated pursuant to this Agreement.

5.2 Termination on Default. In the event Health Share or Provider should materially default in the performance of any obligation imposed on it by this Agreement, the non-defaulting party shall elect to provide the defaulting party with written notice describing the facts and circumstances of the default. After providing such notice, the non-defaulting party may elect, by written notice to the defaulting party, to terminate this Agreement if the defaulting party has not cured any default within thirty (30) days following the defaulting party's receipt of the applicable default notice; provided, however that with respect to any default covered by this subsection which reasonably requires additional time to cure, such failure shall not result in a termination of the Agreement so long as the defaulting party has commenced performance of a cure within the stated cure period and diligently pursues such cure to completion.

5.3 Immediate Termination by Health Share. Notwithstanding any other term herein to the contrary, Health Share may immediately terminate this Agreement or the participation of any individual health care provider providing services for Provider pursuant to this Agreement on delivery of written notice to Provider if any of the following occurs:

5.3.1 Provider does not fully meet all Provider Qualifications set forth in Section 2.9 of this Agreement;

5.3.2 Any of Provider's contracted, employed, leased, owned or controlled personnel providing or assisting in the provision of Covered Services is excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program;

5.3.3 Provider receives a criminal conviction of any kind.

5.3.4 The dissolution, reorganization or sale of or change in control of Provider.

5.3.5 If Provider: (i) voluntarily files a petition in or for bankruptcy or reorganization; (ii) makes a general assignment or another arrangement for the benefit of creditors; (iii) is adjudged bankrupt; (iv) has a trustee, receiver or other custodian appointed on its behalf; or (v) has any other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it.

5.3.6 Provider fails or refuses to provide or arrange for the provision of Covered Services to Members in a professionally acceptable manner.

5.3.7 Professional liability insurance covering Provider, as required by this Agreement, is terminated without replacement coverage being obtained in amounts required by this Agreement.

5.3.8 Provider's knowing or deliberate submission of false or misleading billing information to Health Share or any RAE.

5.3.9 Health Share determines in its sole discretion that Provider is in violation of or has failed to comply with any of the requirements of this Agreement that are not curable by Provider due to their nature.

5.4 Termination without Cause. The parties agree that they are contracting at will. Either Health Share or Provider may terminate this Agreement without cause upon ninety (90) days' advance written notice to the other party. However, such termination shall not relieve either party of any contractual obligation(s) incurred prior to the Effective Date of the termination.

5.5 Change in Law. In the event state or federal laws are enacted, or state or federal regulations are promulgated which, in the opinion of Health Share, make this Agreement illegal under such laws or regulations, or this Agreement is otherwise deemed by appropriate state or federal governmental authorities to violate such laws or regulations, this Agreement shall be immediately amended to comply with such laws or regulations or be terminated.

5.6 Continuity of Care. In the event of termination of this Agreement, the following provisions shall apply to ensure continuity of the Covered Services to Members. Provider shall ensure:

5.6.1 Continuation of Covered Services to Member for the period during which RAE has paid Compensation to Provider, including inpatient admissions up until discharge;

5.6.2 Orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;

5.6.3 Timely submission of information, reports and records, including encounter data, required to be provided to Health Share and RAEs during the term of this Agreement;

5.6.4 Timely payment of valid claims for services to Members for dates of service included within the term of the Agreement; and

5.6.5 If Provider continues to provide services to a Member after the date of termination of this Agreement, Health Share shall have no responsibility to pay for such services to notify Members of the termination of this Agreement and to direct Members to other participating providers.

ARTICLE VI INDEMNIFICATION

6. Indemnification. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, Provider shall defend, indemnify and hold harmless: (i) Health Share, (ii) the RAEs, and (iii) Health Share's and RAE's directors, officers, employees, affiliates and agents against any claim, loss, damage, cost, expense or liability arising out of or related to (i) Provider's breach of this Agreement, (ii) the Provider's, Practitioners' or Provider's officers, directors, shareholders and employees, affiliates and agents (collectively "Provider Parties") gross negligence or willful misconduct, (iii) malpractice or other errors and omission by Provider, Provider Parties' or Practitioners' provision of medical or health care goods and/or services, and (iv) the performance or nonperformance by Provider, Practitioners or Provider Parties of any Contracted Services and other services to be performed or arranged by Provider under this Agreement. Health Share shall defend, indemnify and hold harmless Provider and Provider's Parties against any claim, loss, damage, cost, expense or liability arising out of or related to (i) Health Share's breach of this Agreement, and (ii) the performance or nonperformance by Health Share under this agreement.

ARTICLE VII INSURANCE

7.1 Insurance. Pursuant to Health Share policies and procedures, Provider shall maintain, at Provider's sole expense, and keep in force, insurance policies, providing comprehensive general liability and professional liability or any other insurance as may be necessary to insure Provider and its officers, directors, agents and employees against any claim or claims for damages arising out of the providing of, or failure to provide, Covered Services pursuant to this Agreement. Evidence of insurance coverage required under this Section will be made available to Health Share on request. Provider will provide Health Share at least fifteen (15) days' advance written notice of revocation, suspension, reduction, limitation, probationary or other disciplinary action taken on any of Provider's required insurance coverage.

7.2 Claims, Incidents, Suits and Disciplinary Actions. Provider agrees to promptly report to Health Share any claim made, suit filed or disciplinary action commenced against Provider or its personnel relating to the provision of Covered Services under this Agreement.

7.3 Workers' Compensation. If Provider employs subject workers, as defined in ORS § 656.027, Provider shall comply with ORS § 656.017, and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS § 656.126(2).

ARTICLE VIII DISPUTES AND COMPLAINTS

8.1 Arbitration. Except as otherwise provided in Section 8.2, any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business and healthcare law. The arbitration will be initiated by filing a claim with Arbitration Service of Portland and will be conducted in accordance with the then-current rules of Arbitration Service of Portland. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction.

8.2 Compelling Arbitration. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Multnomah County, Oregon. For the purposes of the preceding sentence, each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. If a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments.

9.1.1 Mutual Amendment. The terms of this Agreement may be amended from time to time in a writing signed by Health Share and Provider.

9.1.2 Notice Amendments. Health Share may amend this Agreement by providing sixty (60) calendar days written notice to Provider of the amendment to the Agreement ("Notice Amendment"). Provider may reject Notice Amendments by terminating this Agreement in accordance with terms for termination described above. If no notice of termination is received by Health Share, Notice Amendments shall be binding upon Provider at the end of the sixty (60) calendar-day period, and this Agreement shall be deemed amended as of that date, or as of the date specified in the Notice Amendment, even if not signed by Provider. The aforementioned notice requirements do not apply to policies and procedures included in the Provider Manual that may be updated from time to time. Such policies and procedures will be available to Providers via the Provider Manual which will be accessible electronically or on request by Provider.

9.1.3 Amendments Required by Law. Health Share may modify this Agreement immediately to comply with changes in state or federal laws or regulations, as described in Section 5.5 of this Agreement. Such amendments do not require consent of Provider and will be effective

immediately on notice to Provider of the effective date thereof. Health Share will provide notice to Provider of such amendments as soon as reasonably possible.

9.2 Notices and Communications between the Parties.

9.2.1 Certain Notices Required Under This Agreement. The following notices must be sent via overnight delivery with delivery confirmation or certified mail, return receipt requested:

- (a) All notices for termination of this Agreement; and
- (b) All requests for mediation and/or arbitration.

9.2.2 All Other Notices and Communications. All other notices and communications between the parties which are necessary for the proper administration of this Agreement (including notices required within this Agreement which are not included in Section 9.2.1 above) may be communicated via regular U.S. mail, confirmed facsimile or electronic mail.

9.2.3 Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes PHI as defined under HIPAA, then the following restrictions must be observed when communicating such information:

- (a) U.S. Mail/Certified Mail/Overnight Delivery: no additional requirements.
- (b) Facsimile Transmission: The information must be prefaced by a formal cover sheet noting the confidentiality of such information.
- (c) Web Site: Not a permitted method of notice or communication for confidential information and PHI, unless the Web Site is secure or the information appropriately encrypted.
- (d) Electronic Mail: Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.

9.2.4 Address for Notices. Notices to Provider shall be sent to: (i) the facsimile or postal address of Providers billing service location or any other revised postal address or facsimile provided by Provider to Health Share in writing; or (ii) the electronic mail address designated by Provider for electronic notices. Notices to Health Share shall be sent to:

Health Share of Oregon
2121 SW Broadway, Suite 200
Portland, Oregon 97201
Attention: Contract Department

Or any revised address provided to Provider in writing. The facsimile, postal address or electronic mail address for notice may be changes on prior written notice to the other party.

9.2.5 When Made. For notices described under Section 9.2.1 above, the notice will be deemed to have been made on the date it was delivered. For notices and communications described under Section 9.2.2, the notice or communication will be deemed to have been made when sent or emailed.

9.3 Assignment of Contract, Successors in Interest.

9.3.1 Health Share shall be permitted to assign or transfer its interest in this Agreement without prior consent of Provider.

9.3.2 Provider shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary. No approval by Health Share of any assignment or transfer of interest shall be deemed to create any obligation of Health Share in addition to those set forth in this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

9.5 Entire Agreement; Amendments. This Agreement and Exhibits constitute the full and complete expression of the rights and obligations of the parties with respect to the subject matter and supersedes all prior understandings and agreements, whether oral or written. This Agreement may only be amended pursuant to the provisions described in Section 9.1.

9.6 Confidential Business Information. Provider agrees not to disclose to any third party any confidential business information or trade secrets that are disclosed to it as a result of its participation in this Agreement. "Confidential Information" shall mean all information provided by one party to this Agreement to another in connection with this Agreement, which is designated as "Confidential." Confidential Information includes, without limitation, information relating to a Party's trade secrets, research and development, inventions, know-how, software (including source code and object code), procedures, purchasing, accounting, marketing, patients, customers, suppliers, financial status or employees whether designated as "Confidential" or not. Each party agrees that it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by it in writing, orally or by observation, except as expressly permitted by this Agreement or as required by law or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an audit or survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

9.7 Waiver. The waiver of any provision of this Agreement shall only be effective if set forth in writing and signed by the waiving party. Any such or other waiver shall not operate as, or be deemed to be, a continuing waiver of the same or of any other provision of this Agreement.

9.8 Third-Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. The Agreement shall not be construed as creating any right, claim, or cause of action against any party by any person or entity not a party to this Agreement except as otherwise described in this Agreement.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

The foregoing terms are agreed to by the parties.

Execution Date: _____

Health Share of Oregon

Provider

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TIN: _____

EXHIBIT A

Health Share of Oregon Risk Accepting Entities

As of the Effective Date of this Agreement, listed below are the Risk Accepting Entities (RAEs) which have access to the services provided by Provider, as referenced in Section 2.1, to the extent Provider provides the type of Covered Services required by RAEs assigned Health Share Members. Health Share shall notify Provider if this list changes.

CareOregon, Inc.
Kaiser Foundation Health Plan
Providence Health Assurance
Tuality Health Alliance
Clackamas County
Multnomah County
Washington County
Access Dental Plan, LLC
Advantage Dental
Capitol Dental Care, Inc.
Family Dental Care
Managed Dental Care of Oregon, Inc.
ODS Community Health, Inc.
Willamette Dental Group

EXHIBIT B
List of Facilities

As of the Effective Date of this Agreement, listed below are the facilities owned and operated by Provider which shall provide Contracted Services pursuant to this Agreement. Provider shall notify Health Share if this list changes.

Behavioral Health:

Oregon City Hilltop Center
998 Library Court
Oregon City, OR 97045
Mon. – Fri. 8:00AM – 6:30PM

Sandy Center Behavioral Health
38872 Proctor Blvd.
Sandy, OR 97055
Mon. – Thur. 8:00AM – 6:30PM

Stewart Community Center
1002 Library Ct.
Oregon City, OR 97045-4065
Mon. – Fri. 8:00AM – 5:00PM

Crisis:

Centerstone Crisis
11211 SE 82nd Ave., suite O
Happy Valley, OR 87086-7624
Mon. – Fri. 9:00AM – 8:00PM
Sat. & Sun. 10:00PM – 7:00PM

Primary Care:

Beavercreek Clinic
1425 Beavercreek Rd.
Oregon City, OR 97045-4023
Mon. – Fri. 8:00AM – 7:00PM

Gladstone Clinic
18911 Portland Ave.
Gladstone, OR 97027-1630
Mon. 8:00AM – 7:00PM; Tue. 9:00AM – 5:00PM
Wed.–Fri. 8:00AM – 5:00PM

Sunnyside Health & Wellness Center
9775 SE Sunnyside Rd., Ste 200
Clackamas, OR 97015-5721
Mon – Friday 8:00AM – 7:00PM

Oregon City School Based Health Center
19761 S Beavercreek Rd.
Beavercreek, OR 97045
7:00AM - 3:00PM Everyday school is open

Canby School Based Health Center
721 SW 4th Ave.
Canby, OR 97013
7:00AM – 3:00PM Everyday school is open

Sandy School Based Health Center
37400 SE Bell St
Sandy, OR 97055
7:00AM – 3:00PM Everyday school is open

Sandy Health and Wellness Center
37400 SE Bell St
Sandy, OR 97055
Mon – Fri from 3.00PM – 8.00PM

Oregon Health Plan Addendum

This Oregon Health Plan Addendum (the “**OHP Addendum**”) is made part of the Provider Participation Agreement by and between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”), and Clackamas County, acting by and through its Health, Housing and Human Services Department, Health Centers Division (“**Provider**”). Health Share is a party to a Health Plan Services Contract, Coordinated Care Organization (the “**OHP Contract**”), with the State of Oregon, acting by and through the Oregon Health Authority (the “**OHA**”). The OHP Contract requires certain additional provisions to be included in the agreement between Health Share and Provider.

Provider will comply with and cause any Subcontractor of Provider to Comply with, all of the provisions in this OHP Addendum to the extent they are applicable to the services provided by Provider. If Provider subcontracts any functions of the Agreement, Provider will ensure that any subcontracts include all of the requirements set forth in this OHP Addendum. Capitalized terms used in this OHP Addendum that are not otherwise defined in this OHP Addendum or the Agreement have the meanings given to them in the OHP Contract. Health Share may undertake any duties under this Addendum either directly or through Health Share’s arrangement with a RAE. Similarly, Provider will cooperate with and afford to any RAE the same rights and obligations that the Provider owes to Health Share under the Agreement and the OHP Addendum. Therefore, references throughout this OHP Addendum to rights and obligations that Provider owes to Health Share should also be read to include an obligation to afford those same rights and obligations to a RAE, unless the context suggests otherwise. References to “Medically Necessary” in the main body of the Agreement have the same meaning as “Medically Appropriate,” as that term is defined under the statutes and regulations implementing the Oregon Health Plan.

1. **General Commitment to Comply with Terms of OHP Contract.** Provider has been given a copy of the OHP Contract. Provider agrees to comply with all requirements, terms, conditions, commitments, responsibilities, and obligations applicable to a “Subcontractor” or a “Participating Provider,” as those terms are defined and applied in the OHP Contract, to the extent they are applicable to the services provided by Provider under this Agreement.
2. **Compliance with Applicable Law.** Provider will comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the OHP Contract or to the performance of services under the Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (v) Title VI and VII of the Civil Rights Act of 1964, as amended; (vi) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (vii) the Americans with Disabilities Act of 1990, as amended; (viii) Executive Order 11246, as amended; (ix) the Health Insurance Portability and Accountability Act of 1996, as amended; (x) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (xi) the

Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (xii) all regulations and administrative rules established pursuant to the foregoing laws; (xiii) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; and (xiv) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of Client abuse.

3. **Covered Services.** Provider will provide Medically Appropriate health services described in ORS Chapter 414 and applicable administrative rules that are based on the Prioritized List of Health Services.
4. **Access to Records and Facilities.** Provider will maintain all financial records related to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Provider will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Provider, whether in paper, electronic or other form, that are pertinent to the OHP Contract in such a manner to clearly document Provider's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Provider whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Provider acknowledges and agrees that OHA, the Secretary of State's Office, CMS, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longer of: (i) Six years following final payment and termination of the OHP Contract; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract or the Agreement. Provider will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. The rights of access in this subsection are not limited to the required retention period, but shall last as long as the records are retained.
5. **No Billing for Non-Covered Services.** Provider will not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-0420.
6. **Acknowledgment of Receipt of Grievance System.** Provider acknowledges that Health Share provided to Provider a copy of OHA's approved written procedures for Health Share's grievance system.
7. **Performance Monitoring.** Provider will cooperate with Health Share's policies, procedures, and actions, and will comply with Health Share's request for information, documentation, reporting and access that permit Health Share to monitor the Provider's performance on an ongoing basis and to perform, at least once a year, a formal review of Provider's compliance with delegated responsibilities and performance, and to identify any deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon

identification of deficiencies or areas for improvement, Provider will develop and implement a time specific plan for the correction of identified areas of noncompliance or substandard performance.

8. **Termination for Cause.** In addition to other remedies provided in the Agreement or provided at law, Health Share may terminate the Agreement or impose other sections if the Provider's performance is inadequate to meet the requirements of the OHP Contract.
9. **Federal Managed Care Requirements.** Provider will comply with the requirements of 42 CFR 438.6 that are applicable to any services or supplies provided by Provider under the Agreement.
10. **Prevention/Detection of Fraud & Abuse.** Provider will have fraud and abuse policies and procedures and a mandatory compliance plan, in accordance with in accordance with OAR 410-120-1510, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 through 455.106 and 42 CFR 1002.3, which enable Provider to prevent and detect fraud and abuse activities as such activities relate to the OHP. Provider will review Provider's fraud and abuse policies annually. Provider will promptly refer all suspected cases of fraud and abuse, including fraud by its employees and subcontractors to Health Share, the Medicaid Fraud Control Unit (MFCU) and the Provider Audit Unit of OHA (OHA/PAU).
11. **Cooperation with Fraud & Abuse Investigations.** Provider will cooperate, and requires its subcontractors to cooperate, with the MFCU and OHA/PAU investigator during any investigation of fraud or abuse. Provider will permit the MFCU or OHA/PAU or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Provider or by or on behalf of any subcontractor, as required to investigate an incident of fraud and abuse. Provider will provide copies of reports or other documentation regarding the suspected fraud or abuse at no cost to MFCU or OHA/PAU during an investigation.
12. **Abuse Reporting.** Provider will comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et seq., ORS 419B.010 et seq., ORS 430.735 et seq., ORS 433.705 et seq., ORS 441.630 et seq., and all applicable rules associated with those statutes. Furthermore, Provider will comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765.
13. **Timely Access to Care.** Provider will meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes Provider offering hours of operation that are not less than the hours of operation offered to Provider's commercial patients (as applicable).
14. **Reporting of Preventive Services.** If Provider provides any Preventive Care Services, Provider will report all services provided to Members to Health Share or RAE to which the Member has been assigned for purposes of Health Share's or RAE's Medical Case Management and Record Keeping responsibilities.

15. **Reporting to AMH of Admissions or Discharges.** If the services provided by the Provider under this Agreement includes providing substance use disorder services or Mental Health Services, Provider will provide to AMH, within 30 days of admission or discharge, with all information required by AMH's most current reporting system, currently "Client Process Monitoring System" ("CPMS").
16. **Required Background and Training for Substance Use Disorders.** If the services provided by the Provider under this Agreement includes the evaluation of Members for access to and length of stay in substance use disorder services, Provider will ensure that Provider's personnel providing such services must have the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine ("ASAM") Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised ("PPC-2R"). Contractor shall participate with AMH in a review of AMH provided.
17. **Substance Use Disorder Personnel to Provide Information about Community Resources.** If the services provided by the Provider under this Agreement includes providing substance use disorder services, Provider will ensure that Provider's personnel providing such services will provide to Member, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care, elder care, housing, transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.
18. **No Adverse Treatment of Members Exercising Rights.** Provider will ensure that OHP Members are free to exercise their patient rights under Oregon law, and that the exercise of those rights will not adversely affect the way the Provider or Provider's personnel treat the Member. Provider will not discriminate in any way against Members when those Members exercise their rights under the OHP.
19. **No Marketing.** Provider may not initiate contact or Market independently to Potential Members, directly or through any agent or independent contractor, in an attempt to influence a Client's Enrollment with Health Share or any other entity, without the express written consent of OHA. Provider may not conduct, directly or indirectly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice the Client to enroll with any entity, or to not enroll with another contractor. Provider may not seek to influence a Client's Enrollment with Health Share or any other entity in conjunction with the sale of any other insurance.
20. **Accommodation for Disability or Limited English.** Provider will be prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency. will provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, onsite reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

21. **Access to Records and Cooperation with Information Collection Efforts.** Provider will provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, onsite reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.
22. **Third Party Liability Recovery.** Provider will maintain records of any Providers actions related to Third Party Liability recovery, and make those records available for OHA review. Provider may not refuse to provide Covered Services, to a Member because of a Third Party potential liability for payment for the Covered Service. Provider will comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Provider. Provider acknowledges that where Medicare and Health Share have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity including Provider may be paid. Provider acknowledges that if the Third Party has reimbursed Health Share or Provider, or if a Member, after receiving payment from the Third Party Liability, has reimbursed Health Share or Provider, Health Share or Provider must reimburse Medicare up to the full amount that Health Share or Provider received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.
23. **Subrogation.** Provider agrees to subrogate to OHA any and all claims Provider has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other products.
24. **External Quality Review.** In conformance with 42 CFR 438 Subpart E, Provider will cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, the services provided under this Agreement and releasing its right to subrogation in a particular case.
25. **Sterilization and Hysterectomy Records.** Provider will, within 60 days of a request from OHA or Health Share, provide Health Share with a list of all Members who received sterilizations or hysterectomies, from Provider and copies of the informed consent form or certification. OHA and Health Share will be permitted to review the Medical Records of these individuals selected by OHA for purposes of determining compliance with OAR 410-130-0580.
26. **Produce Alternate Forms of Communication.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Provider to reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format.

27. **Access to OHA Computer Systems.** If the services performed under this Agreement requires Provider to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor access to such OHA Information Assets or Network and Information Systems, Provider will comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
28. **Equal Employment Opportunity.** Provider will comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
29. **Clean Air, Clean Water, EPA Regulations.** Provider will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency.
30. **Energy Efficiency.** Provider will comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).
31. **Truth in Lobbying.** Provider certifies, to the best of the Provider’s knowledge and belief that: (i) no federal appropriated funds have been paid or will be paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; (ii) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions; (iii) Provider will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly; (iv) this certification is a material representation of fact upon which reliance was placed when this Agreement and the OHP Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this

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

32. **HIPAA.** The parties acknowledge and agree that each of OHA, Health Share, and the Provider is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Provider will comply with HIPAA to the extent that any obligations arising under the Agreement are covered by HIPAA. Provider will develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Agreement and the OHP Contract and with HIPAA. Provider will comply with HIPAA and the following: (i) Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Provider will not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA, Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR 407-014-0000 et. seq., or either the OHA or Health Share Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/Forms/Served/DE2090.pdf>, or may be obtained from OHA. A copy of Health Share’s Notice of Privacy Practices is posted on the web site at: <http://healthshareoregon.org/notice-of-privacy-practice/>; (ii) Provider will adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this Contract. Security incidents involving Member Information must be immediately reported to Health Share’s Privacy Officer; (iii) Provider will comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for Provider to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules; and (iv) If Provider reasonably believes that the Contractor's or OHA’s data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Provider will promptly consult the Health Share HIPAA officer. Provider, Health Share, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.
33. **Resource Conservation and Recovery.** Provider will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

34. **Audits.** Provider will comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
35. **Debarment and Suspension.** Provider represents and warrants that it is not, and that none of Provider's employees, contractors, service providers, personnel or workforce members is not, listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549.
36. **Drug-Free Workplace.** Provider will comply with the following provisions to maintain a drug-free workplace: (i) Provider certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the counter medications, is prohibited in Provider's workplace or while providing services to Clients. Provider's notice will specify the actions that will be taken by Provider against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Provider's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in Paragraph (i) above; (iv) Notify each employee in the statement required by Paragraph (i) above, that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; (v) Notify Health Share within 10 days after receiving notice under Paragraph (iv) above, from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of Paragraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with Paragraphs (i) through (vii) above; (ix) Neither Provider, or any of Provider's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Provider or Provider's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Provider or Provider's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred

speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

37. **Pro-Children Act.** Provider will comply with the Pro-Children Act of 1994 (codified at 20 USC §6081 et seq.).
38. **Additional Medicaid and CHIP Requirements.** Provider will comply with all applicable federal and State laws and regulations pertaining to the provision of OHP Services under the Medicaid Act, Title XIX, 42 USC §1396 et seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation the following: (i) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC §1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3). (ii) Comply with all disclosure requirements of 42 CFR 1002.3(a); 42 CFR 455 Subpart (B); and 42 CFR 457.900(a)(2). (iii) Maintain written notices and procedures respecting Advance Directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 Subpart I. (iv) Certify when submitting any Claim for the provision of OHP Services that the information submitted is true, accurate and complete. Provider will acknowledge Provider's understanding that payment of the Claim will be from federal and State funds and that any falsification or concealment of a material fact may be prosecuted under federal and State laws. (v) Entities receiving \$5 million or more annually (under this Contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
39. **Agency-based Voter Registration.** If applicable, Provider will comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
40. **Clinical Laboratory Improvements.** Provider will ensure that any Laboratories use by Provider shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
41. **Advance Directives.** Provider will comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with 42 CFR 489, Subpart I "Advance Directives" and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the

Omnibus Budget Reconciliation Act of 1991 (“OBRA”) and ORS 127.649, Patient Self-Determination Act. Provider will maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by Provider. Provider will provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by Provider must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. Provider must also provide written information to adult Members with respect to the following: (i) Their rights under Oregon law; and (ii) Provider’s policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience. (iii) Provider must inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

42. **Office of Minority, Women and Emerging Small Businesses.** If Provider lets any subcontracts, Provider will take affirmative steps to: include qualified small and minority and women’s businesses on solicitation lists, assure that small and minority and women’s businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women’s business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women’s businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
43. **Practitioner Incentive Plans (“PIP”).** Provider may operate a Practitioner Incentive Plan only if no specific payment is made directly or indirectly under the plan to a Provider as inducement to reduce or limit Medically Appropriate Covered Services provided to a Member. Contractor shall comply with all requirements of Exhibit H of the OHP Contract, Practitioner Incentive Plan Regulation Guidance, to ensure compliance with Sections 4204(a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern Practitioner Incentive Plans.
44. **Conflict of Interest Safeguards.** Provider will not recruit, promise future employment, or hire any DHS or OHA employee (or their relative or member of their household) who has participated personally and substantially in the procurement or administration of the OHP Contract as a DHS or OHA employee. Provider will not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift or payment of expenses for entertainment. “Gift” for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035. Provider will not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of Health Share in connection with the OHP Contract if that person participated personally and substantially in the procurement or administration of the OHP Contract as a DHS or OHA employee. If a former DHS or OHA employee authorized or had a significant role in the OHP Contract, Provider will not hire such a person in a position having a direct, beneficial, financial interest in the OHP Contract during the two year period following that person’s termination from DHS or OHA. Provider will develop

appropriate policies and procedures to avoid actual or potential conflict of interest involving Members, DHS or OHA employees, and sub-contractors.

45. **Non-Discrimination.** Provider will comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (“ADA”) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider will also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. Provider will comply with, the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.
46. **Electronic Data Systems.** To the extent applicable, Provider will comply with the Outcome and Assessment Information Set (“OASIS”) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 64 FR 3764, 64 FR 3748, 64 FR 23846, and 64 FR 32984, and such subsequent regulations as CMS may issue in relation to the OASIS program. Provider will also comply, as applicable, with the requirements of the Oregon Addictions and Mental Health (AMH) Division’s electronic data system to include OWITS Behavioral Electronic Health Records, enhanced data capture through OWITS EHR, Electronic Data Interchange/Transfer from existing EHR or the MOTS Client Data Entry, and the AMH Contracts and Payments System.
47. **Patient Rights Condition of Participation.** To the extent applicable, Provider will comply with, the Patient Rights Condition of Participation (“COP”) that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, hospitals include short-term, psychiatric, rehabilitation, long-term, and children’s hospitals.
48. **Federal Grant Requirements.** The federal Medicaid rules establish that OHA is a recipient of federal financial assistance, and therefore is subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Provider or to the extent OHA requires Provider to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, Provider must comply with the following parts of 45 CFR: (i) Part 74, including Appendix A (uniform federal grant administration requirements); (ii) Part 80 (nondiscrimination under Title VI of the Civil Rights Act); (iii) Part 84 (nondiscrimination on the basis of handicap); (iv) Part 91 (nondiscrimination on the basis of age); (v) Part 95 (Medicaid and CHIP federal grant administration requirements); and (vi) Provider will not expend any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.
49. **Workers’ Compensation Coverage.** Provider will comply with ORS 656.017, and will provide worker’s compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
50. **Conflicts.** Conflicts between the main body of the Agreement and this OHP Addendum will be resolved and controlled by this OHP Addendum.

COVERED SERVICES AND COMPENSATION ADDENDUM
Outpatient Mental Health Services (Case Rate)
Adult and Youth

A. SERVICE DESCRIPTION

1. Outpatient mental health services means a publicly or privately operated program as defined in OAR 309-019-0105 (65) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for individuals with social, emotional, and/or mental health conditions that impair daily functioning.
2. Outpatient mental health services are designed to quickly promote or restore an individual's previous level of high function/stability, or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services and activities are to be provided in a trauma informed and culturally appropriate manner. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by Provider and Member.
3. Provider shall provide those outpatient mental health services to Members for which it is licensed and certified to provide. Provider shall not refuse to provide services to any Member who is clinically appropriate for services.
4. Provider shall provide the following outpatient mental health services to Members:

Child/Youth	Adult
<input checked="" type="checkbox"/> Level A	<input checked="" type="checkbox"/> Level A
<input checked="" type="checkbox"/> Level B	<input checked="" type="checkbox"/> Level A MRDD
<input checked="" type="checkbox"/> Level C	<input checked="" type="checkbox"/> Level B
<input type="checkbox"/> Level D HBS	<input checked="" type="checkbox"/> Level B SPMI
	<input checked="" type="checkbox"/> Level C
	<input checked="" type="checkbox"/> Level C SPMI
	<input type="checkbox"/> Level D TAY
	<input type="checkbox"/> Level D ICM

5. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable. Provider must be certified to provide mental health

services to Members under OAR 309-012-0130 through 309-012-0230 if delivering services with unlicensed personnel.

6. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
7. Provider agrees to provide services in accordance with the Provider Manual in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual.
8. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in Regional Access Report included in the Provider Manual.
9. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) days of hospital discharge.
10. Provider shall assign Levels of Care (LOC) accurately and with inter-rater reliability.
11. Provider shall ensure Members are receiving the frequency and intensity of service that is clinically indicated by the consumer's LOC.
12. Provider shall improve outcomes by the use of approved outcomes tools located in the Provider Manual.
13. Provider shall provide 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR Chapter 309.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider a case rate, as described in the Regional Rate Guide which is included as part of the Provider Manual.
2. Case rates will be paid in full at point of first valid encounter only. Any changes to the case rates must be negotiated with Health Share.
3. Health Share will implement a risk corridor which adjusts payments based on the fee-for-service equivalent value of encountered services. At which time the risk corridor is developed and implemented, the methodology for calculating the risk corridor and determining payment adjustments will be included in the Provider Manual.
4. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that

the BH RAE to which a Member is assigned shall be responsible for authorizing services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Substance Use Disorder Outpatient Services
Adult and Youth

A. SERVICE DESCRIPTION

1. Substance Use Disorder (SUD) Outpatient Services means a publicly or privately operated program as defined in ORS 430.010 and OAR 309-019-0100 and generally provide professionally-directed screening, evaluation, treatment, and ongoing recovery and disease management services for Members with substance use disorders.
2. SUD Outpatient Services therapies involve skilled treatment services, which may include individual and group counseling, motivational enhancement, family therapy, educational groups, occupational and recreational therapy, psychotherapy, addiction pharmacotherapy, or other therapies.
3. Provider shall provide Substance Use Disorder Outpatient Services to Members, pursuant to ASAM Levels 1.0 and 2.1 and Provider's license and certification. Provider shall not refuse to provide services to any Member who is clinically appropriate for services. Provider must provide services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable. Provider must also have a current license issued by OHA in accordance with OAR 415-012-000 through 415-012-0090.
5. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
6. Provider agrees to provide services in accordance with the Provider Manual in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a Fee for Service rate per the Regional Rate Guide which is included as part of the Provider Manual.
2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this

Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the BH RAE to which a Member is assigned shall be responsible for authorizing services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Psychological Testing

A. SERVICE DESCRIPTION

1. Psychological testing means administering, scoring, and interpreting tests of mental abilities or personality in order to assist in the assessment or diagnosis of mental disorders or mental functioning, as defined in OAR 858-010-0001(1)(a).
2. Psychological testing consists of face-to-face psychological assessment of a Member and includes the following: clinical interview with member and collateral sources, integration of collateral information, including previous psychological or neuropsychological testing and history and background information. Tests administered must directly address referral question, must primarily include tests beyond self-report measures, and include psycho-diagnostic assessment of emotionality, intellectual abilities, personality and psychopathology.
3. Provider shall ensure that psychological testing is provided by a licensed professional who is adequately trained to administer and score the specific test being used and maintain standards for the testing environment and testing administration as set forth in the most recent editions of the American Psychological Association Standards for Educational and Psychological Tests and Ethical Principles for Psychologists.
4. Provider shall provide those psychological testing services to Members which it is licensed and certified to provide. Provider shall not refuse to provide services to any Member who is clinically appropriate for services. Services must be pre-authorized. Services are to be provided in a trauma-informed and culturally appropriate manner.
5. Provider must comply with OAR 858-010-0010 through 858-010-0080.
6. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
7. Provider agrees to provide services in accordance with the Provider Manual in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a Fee for Service rate for codes 96101 and 90791, per the Regional Rate Guide which is included as part of the Provider Manual. Authorization Requests will pend for BH RAE approval.

2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the BH RAE to which a Member is assigned shall be responsible for authorizing services through PH Tech.

June 23, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with
Passport to Languages for interpretation services at the Clackamas County Health Centers

Purpose/Outcomes	Passport to languages provides phone and on-site interpretation services to the Clackamas County Health Centers.
Dollar Amount and Fiscal Impact	Contract maximum is \$185,000.
Funding Source	Fee for service. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Strategic Plan Alignment	1. Efficient and effective Services 2. Build a strong infrastructure
Previous Board Action	The Board previously reviewed on March 5, 2015 agenda item 030515-A-3 and July 9, 2015 agenda item 070915-A17
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	7745

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services requests the approval of a Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers.

The Health Centers Division no longer has permanent on-site interpreters available. CCHCD utilizes this interpreter services to adequately meet the needs of its diverse client base. The maximum value of this contract to \$185,000. The Agreement is effective July 1, 2016 and terminates June 30, 2017. County Counsel reviewed this agreement on June 13, 2016.

Recommendation

We recommend approval of contract and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing & Human Services

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

Contract # 7745

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, hereinafter called "COUNTY", and **PASSPORT TO LANGUAGES**, hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

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

1. Provide interpretation services for COUNTY consumers in accordance with the procedures as described in Exhibit 1 attached.
2. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
3. CONTRACTOR agrees to direct bill OHP clients.
 - a. Contractor will verify each client to confirm eligibility
 - b. Obtain OHP information at time of scheduling to identify the insurance type

B. Services required under the terms of this agreement shall commence **July 01, 2016**. This agreement shall terminate **June 30, 2017**.

II. COMPENSATION AND RECORDS

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

1. The rate for telephone interpreting in all languages and at all hours is \$.95 per minute. For all connected calls there is a 5 minute minimum charge per call. There are no minimum monthly usage requirements for this program.
2. On-site interpreting is \$29.50 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour).
3. If an appointment is canceled less than 24 hours before the stated appointment time, or if the patient does not show for the stated appointment, the interpreter will be paid for the requested time (minimum of 1 hr).
 - a) Public Health home visits: If an appointment is canceled less than 4 hours before the stated appointment time the interpreter will be paid for 2/3 the cost of the requested time. (minimum of 1 hr).
4. Written translations are \$45.00 per hour with a 1 hour minimum.
5. Sign Language is \$65.00 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour/video available at same price).

6. Video Interpreting – (IN TOUCH) (Polycom PVX also available)
Spanish 24/7 – with gender preference - \$30/ per half hour.
7. All other languages must be scheduled 24 hours in advance:
 - o All other languages video- \$30.00 per HALF hour/ on site at Passport Studio.
 - o American Sign language video – \$70 per hour / on site at Passport Studio; One-hour minimum, billed in 15 minute segments, (rounded up to the nearest quarter hour after the first hour).

The total payment to CONTRACTOR shall not exceed **\$ 185,000.00.**

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

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

1. CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. CONTRACTOR agrees that services performed that are more than 30 days old are not billable. The invoice shall list the contract # 7745, dates of service, number of hours billed and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Health Centers Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # 7745 in the subject of the e-mail.

2. COUNTY shall pay CONTRACTOR directly for interpretation services within thirty (30) days of the Invoice date on CONTRACTOR's monthly Invoice.

If any sums remain unpaid by COUNTY for more than thirty (30) days from the date of CONTRACTOR's monthly Invoice, COUNTY shall be assessed one and one-quarter percent (1.25%) interest on such sum from the date due until paid. CONTRACTOR shall make all calculations required by this provision based upon the date the payment is received by CONTRACTOR from COUNTY.

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

- 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 five (5) years after receipt of final payment under this contract; provided

that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- 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 CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

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

- i. Termination of this Contract, in whole or in part;
- ii. 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
- iii. 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.

- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor 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 CONTRACTOR.
- E. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. 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;

iii. 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

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IV. GENERAL CONDITIONS

A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners 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 CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.

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

1. **Commercial General Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR'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 \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. **Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR'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 \$1,000,000.

3. **Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 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. COUNTY, at its option, may require a complete copy of the above policy.

4. **Additional Insured Provisions**

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

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 COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating

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

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

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

9. Primary Coverage Clarification

CONTRACTOR'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 the 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 CONTRACTOR 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.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:
 - a. 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.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If 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 written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: 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:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor 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 CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR 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 CONTRACTOR by reason of this agreement.
 3. Employees shall be paid at least time and one-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. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and

attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5. CONTRACTOR, 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. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections.

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

PASSPORT TO LANGUAGES

By: _____
Erik Lawson, Director, Business Development

Date
6443 SW Beaverton Hillsdale Hwy, Suite 420
Street Address
Portland, Oregon 97221

City/State/Zip
(800)297-2707 / (503)297-1703

Phone Number / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services Department

Date

EXHIBIT 1
Scope of Work and Performance Standards

SCOPE OF WORK

CONTRACTOR agrees to interpretation services as follows:

1. Contractor agrees to provide the Client with an access telephone number of 503-297-2707. 1-800-297-2707 outside of Portland. This number will be used Monday thru Friday 7:30am - 5:30pm. PST. After hours (5:31 pm - 7:30 am PST) and on week-ends and legal holidays, please use the interpreter services after hours phone number 1-800-297-2707, follow the directions, tell them the language you need and you will be patched directly to an interpreter.

2. Procedures to obtain telephone interpretation services:

Upon receiving a call from COUNTY for interpretation services, CONTRACTOR will:

- a. Note the date and time, the address, the client's name, the client's phone number, the COUNTY contact staff, ask if they need a 3 way call or direct connection, and the degree of urgency of response required.
- b. Verify person requesting service is on the authorized user list as provided in Exhibit 4.
- c. Communicate the information to an appropriate interpreter.
- d. Interpreters shall use land line phones to maintain the integrity of the connection.
- e. When COUNTY calls CONTRACTOR and requests only a telephone interpretation, follow the usual procedure for obtaining an interpreter for a prescheduled appointment and note that only a telephone interpreter is needed.
- f. When COUNTY calls CONTRACTOR with an immediate telephone interpretation request, have a scheduler contact an appropriate interpreter who will call COUNTY as soon as possible.

4. Procedures to obtain document interpretation services (written translation):

- a. COUNTY will submit documents to be translated to CONTRACTOR by email or ftp or by fax or mail if no electronic copy is available, along with all specifications regarding language(s) required, delivery format and desired delivery date.
- b. CONTRACTOR will review the documents to be translated and provide a written estimate to COUNTY within 24 hours or one working day. This estimate will include cost, turnaround time, and delivery specifications.
- c. Upon confirmation of the estimate by COUNTY, receipt of all necessary files and resolution of all initial questions, CONTRACTOR will assign the translation to appropriate translators, editors, formatters and proofreaders, and deliver the completed translations in the requested format within the agreed timeline.

PERFORMANCE STANDARDS

1. CONTRACTOR's responsibility shall be limited to establishing contact with the appropriate interpreter and exchange information concerning COUNTY, the COUNTY contact staff, the degree of urgency, and an established time of arrival.
2. Services under this contract may not be assigned by CONTRACTOR without prior consent of COUNTY.

3. COUNTY will monitor the effectiveness of the interpreter service in meeting the needs of COUNTY to the extent it seems appropriate and recommend changes, if any, to CONTRACTOR.
4. COUNTY will arrange for training of appropriate COUNTY contact staff in use of CONTRACTOR's services and the service of interpreters in COUNTY. CONTRACTOR agrees to meet with COUNTY's staff to explain services.
5. COUNTY will schedule requests for interpretation services with as much lead time as possible in non-emergency situations.
6. COUNTY will notify CONTRACTOR of any problems or complaints arising from the use of CONTRACTOR's services and will assist with investigating and resolving complaints.

EXHIBIT 2

Available Languages & Dialects by Language

Acholi – <i>ganda, Sudan</i>	Micronesia	Indonesia – <i>Indonesia</i>	Mandinka (Mandingo) – <i>Senegal</i>	Sinhalese – <i>Sri Lanka</i>
Afrikaans – <i>South Africa, Namibia</i>	Croatian – <i>Croatia</i>	Iraqi Arabic – <i>Iraq</i>	Marathi – <i>India</i>	Slovak – <i>Slovakia</i>
Akan – <i>Ghana, Ivory Coast</i>	Czech – <i>Czech Republic</i>	Italian – <i>Italy</i>	Marshallese – <i>Marshall Islands</i>	Somali – <i>Somalia</i>
Akateko – <i>Guatemala</i>	Danish – <i>Denmark</i>	Japanese – <i>Japan</i>	Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>	Soninke (Serahule) – <i>Mali</i>
Albanian – <i>Albania</i>	Dari (Afgan Farsi) – <i>Afghanistan</i>	Jarai – <i>Vietnam</i>	Mina (Gen) – <i>Togo, Benin</i>	Sorani (Central Kurdish) – <i>Iraq</i>
Algerian Arabic – <i>Algeria</i>	Dene – <i>Canada</i>	Javanese – <i>Indonesia</i>	Minangkabau – <i>Indonesia</i>	Spanish – <i>Spain, Latin America, et al.</i>
Amharic – <i>Ethiopia</i>	Dewoin – <i>Liberia</i>	Jordanian Arabic – <i>Jordan</i>	Mixteco Alto – <i>Mexico</i>	Sudanese Arabic – <i>Sudan</i>
Arabic – <i>Widely Distributed</i>	Dinka – <i>Sudan</i>	Juba Arabic – <i>Sudan</i>	Mixteco Bajo – <i>Mexico</i>	Susu – <i>Guinea</i>
Armenian – <i>Armenia</i>	Duala – <i>Cameroon</i>	Kanjobal (Q'anjob'al) – <i>Guatemala</i>	Mnong – <i>Vietnam</i>	Swahili – <i>Kenya, Somalia, Tanzania,</i>
Ashanti (Asante Twi) – <i>Ghana</i>	Dutch – <i>Netherlands</i>	Kannada – <i>India</i>	Mongolian – <i>Mongolia</i>	Swedish – <i>Sweden</i>
Assyrian – <i>Iraq</i>	Egyptian Arabic – <i>Egypt</i>	Kapampangan – <i>Philippines</i>	Moroccan Arabic – <i>Morocco</i>	Syrian Arabic – <i>Syria</i>
Azerbaijani – <i>Azerbaijan</i>	Estonian – <i>Estonia</i>	Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>	Nahuatl – <i>Mexico</i>	Tagalog (Filippino) – <i>Philippines</i>
Azorean Portuguese – <i>Azores Islands</i>	Filipino (Tagalog) – <i>Philippines</i>	Kayah – <i>Myanmar (former Burma)</i>	Navajo – <i>U.S.A.(Southwest)</i>	Tai Dam – <i>Vietnam</i>
Bahnar – <i>Vietnam</i>	Finnish – <i>Finland</i>	Khmer (Cambodian) – <i>Cambodia</i>	Nepalese – <i>Nepal, India</i>	Taiwanese – <i>Taiwan</i>
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>	Flemish – <i>Belgium</i>	Kinyarwanda – <i>Rwanda</i>	Nuer – <i>Sudan</i>	Tamil – <i>India</i>
Bambara – <i>Mali</i>	French – <i>Africa, Canada, France, Tunisia, et al.</i>	Kirundi – <i>Burundi</i>	Oromo – <i>Ethiopia</i>	Telugu – <i>India</i>
Belarusan – <i>Belarus</i>	French Creole – <i>Caribbean</i>	Koho – <i>Vietnam</i>	Palestinian Arabic – <i>Israel, Jordan</i>	Teochew (Chaozhou) – <i>China</i>
Bengali – <i>Bangladesh, India</i>	Fukienese – <i>China</i>	Korean – <i>Korea</i>	Pangasinan – <i>Philippines</i>	Thai – <i>Thailand</i>
Bosnian – <i>Bosnia & Herzegovina</i>	Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>	Kpele – <i>Guinea, Liberia</i>	Papiamento – <i>Netherlands Antilles</i>	Tibetan – <i>China</i>
Brazilian Portuguese – <i>Brazil</i>	Ga – <i>Ghana</i>	Kurmanji (Northern Kurdish) – <i>Turkey</i>	Pashto (Pushto) – <i>Pakistan, Afghanistan</i>	Tigrigna (Tigrinya) – <i>Ethiopia, Eritrea</i>
Bulgarian – <i>Bulgaria</i>	Gen (Mina) – <i>Togo, Benin</i>	Kuawaiti Arabic – <i>Kuwait</i>	Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>	Toishanese – <i>China</i>
Burmese – <i>Myanmar (former Burma)</i>	German – <i>Germany</i>	Lao – <i>Laos</i>	Polish – <i>Poland</i>	Tongan – <i>Tonga</i>
Cambodian (Khmer) – <i>Cambodia</i>	Gokana (Khana) – <i>Nigeria</i>	Latvian – <i>Latvia</i>	Portuguese – <i>Portugal, Brazil, et al.</i>	Trukese (Chuukese) – <i>Micronesia</i>
Cantonese – <i>China</i>	Greek – <i>Greece</i>	Lebanese Arabic – <i>Lebanon</i>	Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>	Tunisian Arabic – <i>Tunisia</i>
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>	Gujarati – <i>India</i>	Lingala – <i>Congo, Republic of the</i>	Russian – <i>Russia</i>	Turkish – <i>Turkey</i>
Catalan – <i>Andorra, Spain</i>	Haitian Creole – <i>Haiti</i>	Lithuanian – <i>Lithuania</i>	Samoan – <i>Samoa</i>	Twi – <i>Ghana</i>
Cebuano – <i>Philippines</i>	Haka Burmese – <i>Myanmar (former Burma)</i>	Luganda – <i>Uganda</i>	San Miguel – <i>Mexico</i>	Tzotzil – <i>Mexico</i>
Chaldean – <i>Iraq</i>	Hakka – <i>China</i>	Luo – <i>Kenya</i>	Santa Eulalia – <i>Guatemala</i>	Ukrainian – <i>Ukraine</i>
Chamorro – <i>Guam</i>	Hausa – <i>Niger, Nigeria</i>	Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>	Saraiki – <i>Pakistan, India</i>	Urdu – <i>Pakistan, India</i>
Chaozhou (Teochew) – <i>China</i>	Hebrew – <i>Israel</i>	Macedonian – <i>Macedonia</i>	Serbian – <i>Serbia, Montenegro</i>	Vietnamese – <i>Vietnam</i>
Chin – <i>Myanmar (former Burma)</i>	Hindi – <i>India</i>	Malay – <i>Malaysia</i>	Serbo-Croatian – <i>Balkans</i>	Wolof – <i>Senegal</i>
Chinese (var. languages/dialects) – <i>China</i>	Hmong – <i>China, Vietnam, Laos</i>	Malayalam – <i>India</i>	Shanghainese – <i>China</i>	Xhosa – <i>South Africa</i>
Chuukese (Trukese) –	Hungarian – <i>Hungary</i>	Malinke – <i>Senegal</i>	Sichuan (Szechuan) – <i>China</i>	Yemeni Arabic – <i>Yemen</i>
	Ibo (Igbo) – <i>Nigeria</i>	Mam – <i>Guatemala</i>		
	Ilocano – <i>Philippines</i>	Mandarin – <i>China</i>		
	Indonesian (Bahasa			

EXHIBIT 3
AUTHORIZED USERS

Behavioral Health Division

Administration & Finance

Safety Net Services

Centerstone Crisis Clinic, 11211 SE 82nd Ave, Clackamas, OR 97015

Systems Coordination Services

Public Health Division

Health Centers Division:

Beavercreek Clinic, 1425 Beavercreek Rd., Oregon City, OR 97045

Gladstone Clinic, 18911 Portland Avenue, Gladstone, OR 97027

Sunnyside Health & Wellness Center, 9775 SE Sunnyside Rd., Clackamas, OR 97015

Sunnyside Health & Wellness Center, Dental Clinic, 9775 SE Sunnyside Rd., Clackamas, OR 97015

Sandy School Based Health Center, 37400 SE Bell Street, Sandy, OR 97055

Sandy Health & Wellness Center, 37400 SE Bell Street, Sandy, OR 97055

June 23, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with Legacy Health and the Health Centers Division
for support of the construction of the Unity Health Center

Purpose/Outcomes	The purpose of this grant agreement is to provide support for the construction of the Unity Health Center for behavioral health.
Dollar Amount and Fiscal Impact	Grant award of \$250,000.
Funding Source	Health Centers Division General Funds
Duration	July 1, 2016 – December 31, 2016
Previous Board Action	No Previous Board Action
Contact Person	Mary Rumbaugh 503-742-5305
Contract No.	N/A

Background

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a grant agreement with Legacy Health.

This grant agreement will allow CCHCD to support the construction of the Unity Health Center for behavioral health. The facility will include 102 acute inpatient beds and a psychiatric emergency department. The Unity Health Center will support the County’s goals to establish one or more psychiatric emergency centers for both walk-in treatment and first responders who are transporting individuals experiencing mental health crisis. The Unity Health Center will accept patients from Clackamas County for services.

This is a grant agreement for CCHCD. County General Funds are involved. The grant agreement is effective July 1, 2016 and will continue until December 31, 2016. This document was reviewed by County Counsel on June 7, 2016.

Recommendation

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

GRANT AGREEMENT
FOR
UNITY HEALTH CENTER

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This Grant Agreement for the Unity Health Center (this "Grant Agreement") is between CLACKAMAS COUNTY ("COUNTY" OR "GRANTOR") and Legacy Health ("GRANTEE") in an amount not to exceed \$250,000.

RECITALS:

WHEREAS, Legacy Health has entered into a Joint Operating Agreement with Adventist Health, Kaiser Permanente Northwest Region, and Oregon Health & Science University to develop and operate a dedicated behavioral health hospital facility to include ~~404~~ 102 acute inpatient beds and a psychiatric emergency department. This new facility will be located in the Legacy Holladay Park facility in the Convention Center district;

WHEREAS, it is anticipated that creation of access to a dedicated psychiatric emergency service center will support the County's goals to establish one or more psychiatric emergency centers for both walk-in treatment and first responders who are transporting individuals experiencing mental health crisis; and

WHEREAS, Clackamas County through its' Department of Health, Housing and Human Services has adequate funds in its' current budget to support a grant of \$250,000 to support the construction of the Unity Center for Behavioral Health.

NOW THEREFORE, the parties agree as follows:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by the GRANTOR, GRANTEE agrees to perform the following action, and to spend the grant funds in the following way:

Grantee shall undertake the renovation of the Legacy Holladay Park facility to complete the construction and equipping of the Unity Center for Behavioral Health, which is expected to include ~~404~~ 102 inpatient acute care unit beds and a psychiatric emergency department. Grant funds will be allocated to renovation and construction costs for the psychiatric emergency department.

Specific outcomes expected from GRANTEE as part of this grant include:

Completion of renovation and construction necessary to accommodate patient care in the Unity Center for Behavioral Health, and agreement that said Unity Center will accept patients from Clackamas County for services.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Publicity: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the County's grant funding in publicity regarding the programs

that will be supported by the grant funds.

- B. Records: GRANTEE will maintain all records for the program. Those records related to use of the grant funds, as well as general organizational and administrative information, will be made available to the COUNTY Grant Manger or other designated persons upon request;
- C. COUNTY Grant Manager: The COUNTY Grant Manager for this grant is Mary Rumbaugh, (503) 742 5305.
- D. GRANTEE Project Manager: The GRANTEE Manager is Melissa Rose, (503) 413-6952, mnrose@lhs.org.
- E. Amendment: The COUNTY Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the County's agreed-to contribution or financial risk. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the GRANTEE and the COUNTY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the Board of County Commissioners ("BCC).
- F. Billings/Invoices/Payment: The COUNTY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other COUNTY actions referred to herein in accordance with this Agreement.
- G. Report: GRANTEE will complete and submit to the COUNTY Grant Manager a report summarizing the expenditure of funds granted by the County and total project expenditures no later than ~~thirty (30)~~ ninety (90) days after the completion of the project.
- H. Prevailing Wage: Grantee acknowledges that the participation of several public agencies in the Unity project necessitates the application and compliance with the prevailing wage laws of the State of Oregon. Grantee hereby covenants and agrees to comply with such laws in the implementation and execution of the Unity Center for Behavioral Health project.

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III. PAYMENTS

- A. GRANTEE will receive its funding as follows: After the Grant Agreement becomes effective, GRANTEE will submit an invoice for the full amount of the grant to the COUNTY Grant Manager for approval. The County will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not (i) use grant funds as required herein, (ii) provide required services or (iii) take any actions required by the Grant Agreement, the COUNTY may, at its option, terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the COUNTY the amount improperly expended or received by GRANTEE.
- C. This Grant Agreement shall not be used for any other purpose.

- D. The GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the COUNTY Grant Manager or other designated persons, upon request. ~~At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.~~

IV. GENERAL GRANT PROVISIONS

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- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner its obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the COUNTY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

- 1. During the 30 day period COUNTY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the County to pay additional grant funds to Grantee.

- 2. During the 30 day period, GRANTEE shall not spend unused grant funds.

- 3. ~~In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the COUNTY, become the property of the COUNTY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination. COUNTY may, at its option require GRANTEE to immediately refund to the COUNTY the amount previously received by GRANTEE hereunder.~~

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- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The COUNTY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the COUNTY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that ~~had not yet been expended and~~ would have been used to provide services after the effective date of termination.

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- C. CHANGES. The COUNTY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement mutually agreed upon by the parties before they become effective.

- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status,

sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the COUNTY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- E. ACCESS TO RECORDS. GRANTEE shall provide the COUNTY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the COUNTY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to COUNTY. The COUNTY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The COUNTY, either directly or through a designated representative, may audit the records of GRANTEE related to use of the grant funds, at any time during the four year period established by Section G F above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the COUNTY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the COUNTY and the COUNTY's elected officials, officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
 - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

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2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the COUNTY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the COUNTY and its commissioners, officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the COUNTY and its commissioners, officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the COUNTY Project Manager. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE in the amount of no less than \$1,000,000 per occurrence.
2. GRANTEE shall maintain on file with the COUNTY Project Manager a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of County Counsel. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the COUNTY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public general liability and property damage for a minimum of the amounts set forth in ORS 30.270.

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- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the COUNTY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement,

GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the COUNTY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the COUNTY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the COUNTY and are not eligible for any benefits through the COUNTY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No COUNTY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No COUNTY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the COUNTY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations.
- ~~P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Grantee shall obtain an independent audit of the GRANTEE's financial statements. Two copies of all required financial audits or reviews shall be submitted to the County Grant Manager within thirty days of their completion.~~
- R.Q. INTEGRATION. This Grant Agreement contains the entire agreement between the COUNTY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S.R. PROGRAM AND FISCAL MONITORING. The COUNTY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the County Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T.S. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Grant Agreement. The Grant Agreement may only be enforced by the parties.

U.T. ASSIGNMENT: This Grant Agreement cannot be assigned or transferred by GRANTEE without the prior written permission of COUNTY.

V.U. COUNTERPARTS: The parties agree the County and GRANTEE may conduct this transaction, including any amendments, through one or more counterparts and by facsimile or electronic means, including the use of electronic signatures, which collectively shall be deemed a single document.

W.V. NOTICE: All notices under this Grant Agreement shall be sent to GRANTEE at the following address:

GRANTEE: ~~Rob DeWitt~~, Legacy Health,
1919 NW Lovejoy St,
Portland, OR 97209
Attn: Chief Legal Officer

COUNTY: Mary Rumbaugh, Clackamas County H3S
Behavioral Health Division
2051 Kaen Road, 2nd Floor
Oregon City, OR 97045

V. TERM OF GRANT

The terms of this Grant Agreement shall be effective when executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received COUNTY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2016.

CLACKAMAS COUNTY

GRANTEE

Name: Richard Swift

Name: ~~Everett W. Newcomb III, D.O.~~ Linda

Hoff

Title: Director, H3S

Title: Chief ~~Operating Financial~~ Officer
Legacy Health

APPROVED AS TO FORM:

County Counsel's Office

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of
Gladstone/Gladstone Senior Center to Provide Social Services for
Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the City of Gladstone.
Dollar Amount and Fiscal Impact	The maximum agreement is \$44,649. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7683

BACKGROUND:

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

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Gladstone/Gladstone Senior Center showed an interest in providing these services in the Gladstone area, so an intergovernmental agreement with the City of Gladstone/Gladstone Senior Center was negotiated. This is the first agreement under this RFP.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-005

This Agreement is between Clackamas County, Oregon, acting by and through its
Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging (COUNTY) and
City of Gladstone by and for its Gladstone Senior Center (SUBRECIPIENT), an Oregon
Municipality.

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Carolyn Gray	Program Representative: Colin Black
Carolyn Gray, Accounting Manager 525 Portland Ave Gladstone, OR 97027 (503) 479-6860 gray@ci.gladstone.or.us	Gladstone Senior Center 1050 Portland Ave Gladstone, OR 97027 (503) 655-7701 cblack@ci.gladstone.or.us
FEIN: 93-6002170	DUNS: 087464350

RECITALS

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

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$44,649**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$16,369** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,243** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., and Oregon nonprofit corporation.
 - b. **Other Funds.** The COUNTY's funding of **\$14,456** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation and **\$8,581** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum

compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$44,649 in Federal and State funding has been obligated to COUNTY to fund this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
 - b. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
 - e. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - f. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - g. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.

- h. Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- i. Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- j. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- k. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- l. Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m. Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- o. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement; SUBRECIPIENT shall, if requested, submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- p. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- r. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s. Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY'S right, but not

obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization. County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

h. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

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

12. Federal and State Procurement Standards

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

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall

be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - ii. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.
 - iii. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 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 agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - iv. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- v. **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 COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- vi. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vii. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- viii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- ix. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth

herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

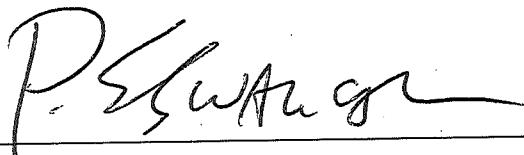
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

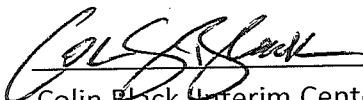
City of Gladstone – Gladstone Senior Center

By: 
Eric Swanson, City Administrator

6/9/16

Date

Approved as to Content:


Colin Black, Interim Center Manager
Gladstone Senior Center

6/13/16

Date

Approved to Form:

By: 
Chris Storey, Clackamas County Counsel

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:


Richard Swift, Director

Health, Housing & Human Services Department

Date

25 May 2016

Date

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Interagency Agreement with North Clackamas Parks and
Recreation District/Milwaukie Center to Provide Social Services for
Clackamas County Residents age 60 and over

Purpose/Outcomes	Interagency Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons within the North Clackamas Parks and Recreation District.
Dollar Amount and Fiscal Impact	The maximum agreement is \$335,102. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	none
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7684

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Interagency Agreement with the NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons living within the North Clackamas Parks and Recreation District. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than NCPR- Milwaukie Center showed an interest in providing these services within the North Clackamas Parks and Recreation District, so an intergovernmental agreement with the NCPR- Milwaukie Center was negotiated. This is the first agreement under this RFP.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

INTERAGENCY AGREEMENT #7684

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER

Fiscal Year 2016-2017

TABLE OF CONTENTS

<u>Topics</u>	<u>Page Numbers</u>
I Purpose	1
II Scope of Work and Cooperation	1 - 3
III Compensation and Records	3 - 4
IV Liaison Responsibilities	4
V Special Requirements	4 - 8
VI Amendments	8
VII Terms of Agreement	8 - 9
VIII Signatures	10
Exhibit 1 Purpose, Service Descriptions and Service Objectives	11 - 21
Exhibit 2 – Transportation Provider Standards	22 – 23
Exhibit 3 - Required Federal Terms and Conditions	24 – 30
Exhibit 4 – Standard Terms and Conditions	31 – 34
Exhibit 5 – Reporting Requirements	35 – 36
Exhibit 6 – Budget and Units of Services	37– 39
Exhibit 7 – AGENCY Information	40 – 47

INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

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

II. SCOPE OF WORK AND COOPERATION

A. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. CASE MANAGEMENT - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual
2. REASSURANCE: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. INFORMATION & ASSISTANCE - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov). A unit of service is one documented contact with an individual.
4. PUBLIC OUTREACH/EDUCATION - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.
5. NEWSLETTER – Preparation and regular distribution of publications that inform seniors and the community of available services and activities. (Definition developed by AAA/SUA workgroup and SPR Q&A #61, 2008). Each issue of the newsletter is an activity. The estimated audience size would be the number of persons directly receiving the newsletter plus the estimated number of the bulk copies which are distributed. This also applies to articles distributed to news media, caregiver brochures distribution, etc. This activity is an acceptable replacement for PUBLIC OUTREACH/EDUCATION as defined above.

6. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
7. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of service.
8. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the NCPR-Milwaukie Center. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered or a "late cancel".
9. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Calckamas Park and Recreation District to enhance visibility and encourage participation. A unit is one meal served.
10. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.
11. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS** - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone

density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer’s disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.

12. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by NCPR-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.

B. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:

1. Provide rides using NCPR-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.

C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.

D. H3S-SSD agrees to:

1. Provide technical assistance in service provision, budget and reporting.
2. Provide structured opportunities to NCPR-MILWAUKIE staff to network with similar program providers.
3. Provide training opportunities to NCPR-MILWAUKIE staff.

III. COMPENSATION AND RECORDS

A. Compensation. H3S-SSD shall compensate the NCPR-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$335,102**:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$24,657
Older Americans Act III-C1	93.045	\$108,623
Older Americans Act III-D	93.043	\$2,418
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$38,675
Special Program Allocation (State Fund)	N/A	\$3,000
Low Income Energy Assistance (LIEAP)	N/A	\$975
Ride Connection – In District	N/A	\$31,984
STF/Ride Connection – Expanded Service	N/A	\$32,084
STF/Ride Connection: Vehicle Maintenance	20.513	\$6,281
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$7,054
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$16,746

- B. Method of Payment. To receive payment the NCPR-MILWAUKIE shall submit invoices and accompanying progress reports as follows:
1. As required in Exhibit 4.
 2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 34.34% for Title III-E.
 3. NCPR-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
 4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
 5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPR-MILWAUKIE fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPR-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPR-MILWAUKIE.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed..
- D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPR-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

IV. LIAISON RESPONSIBILITIES

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

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPR-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.

2. State Statutes. NCPR-MILWAUKIE expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
3. Conflict Resolution. If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, NCPR-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPR-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPR-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPR-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the NCPR-MILWAUKIE; volunteers of the NCPR-MILWAUKIE; employees and volunteers of NCPR-MILWAUKIE's subcontractors and direct care providers of clients for which NCPR-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPR-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPR-MILWAUKIE's subject individuals as requested.
5. Mandatory Reporting of Elder Abuse. SUBREPIIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPR-MILWAUKIE's clients to whom the NCPR-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPR-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
7. Confidentiality of Client Information.
 - i. All information as to personal facts and circumstances obtained by the NCPR-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, H3S-SSD and NCPR-MILWAUKIE will share information as necessary to effectively serve DHS Clients.
 - B. AGENCY Standard Terms and Conditions. The NCPR-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.
 - C. Indemnity.
 1. Non-Medical rides for Medicaid clients funds – NCPR-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPR-MILWAUKIE or its officers, employees, Subcontractors, or agents.
 2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPR-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPR-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPR-MILWAUKIE, its employees, representatives, or subcontractors.
 3. Special Transportation Funds – To the fullest extent permitted by law, NCPR-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of NCPR-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
 - D. Insurance. During the term of this contract NCPR-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
 1. Commercial General Liability
 - i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS

30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

- iii. Required for Special Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$\$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

2. Commercial Automobile Liability

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

3. Additional Insurance Provisions

- i. Required by State of Oregon for non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - a) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - b) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - c) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iii. Required for Special Transportation Funding – the insurance shall:
 - a) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and

- b) give Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage.

E. Workers' Compensation

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

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

1. NCPR-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
 - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - iii. When communicating with individuals make available:
 - a) Written materials in alternate format,
 - b) Qualified interpreters or auxiliary aids and services to refer individuals,
 - c) And access via text telephone (TTY);
 - i. When a location for a service, program or activity is not physically accessible NCPR-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPR-MILWAUKIE or with a sub-contractor;
 - ii. Display notices in NCPR-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
 - iii. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPR-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

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

VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2016** and is scheduled to terminate **June 30, 2017**.

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

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

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

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

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

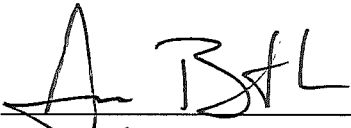
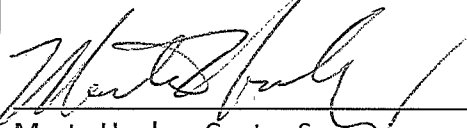
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VIII. SIGNATURE PAGE TO AGREEMENT

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

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

SIGNATURES

<p>GOVERNMENTAL UNIT</p> <p><u>North Clackamas Parks and Recreation District</u></p> <p></p> <p>_____ Gary Barth, Director North Clackamas Paks & Recreation</p> <p><u>6/8/16</u></p> <p>_____ Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith</p> <p>Signing on Behalf of the Board</p> <p>_____ Richard Swift, Director Health, Housing, & Human Services Dept</p> <p>_____ Date</p>
<p>Approved as to Content:</p> <p></p> <p>_____ Marty Hanley, Center Supervisor</p> <p><u>6/2/16</u></p> <p>_____ Date</p>	<p>Approved as to Content:</p> <p>_____ Brenda Durbin, Social Services Div. Director</p> <p>_____ Date</p>

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Oregon
City/Pioneer Community Center to Provide Social Services for
Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the cities of Oregon City and West Linn.
Dollar Amount and Fiscal Impact	The maximum agreement is \$113,403. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7686

BACKGROUND:

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

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Oregon City/Pioneer Community Center showed an interest in providing these services in the Oregon City/West Linn area, so an intergovernmental subrecipient agreement with the City of Oregon City/Pioneer Community Center was negotiated. This is the first agreement under this RFP.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-006**

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

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Mireya McIlveen	Program Representative: Kathy Wiseman
Mireya McIlveen, Deputy Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 mmcilveen@orcify.org	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 Kwiseman@orcify.org
FEIN: 93-6002230	DUNS: 00-246-1366

RECITALS

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

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$113,403**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$39,158** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,730** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit organization.
 - b. **Other Funds.** The COUNTY's funding of **\$37,906** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation; **\$26,069** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$540** for Low Income Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed

before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$113,403 in Federal and State funding has been obligated to COUNTY to fund this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
 - b. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
 - e. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - f. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.

- g. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- h. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- i. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- j. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- k. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- l. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United

States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- o. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement; SUBRECIPIENT shall, if requested, submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- p. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- r. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s. Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such

terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization. County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the

Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

h. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

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

12. Federal and State Procurement Standards

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

proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - ii. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability

insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.
- iii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - ii. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.
- iv. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 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 agreement. COUNTY, at its option, may require a complete copy of the above policy.
- v. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but

only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

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

- vi. **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 COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - vii. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - viii. **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - ix. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - x. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements. When a requirement is listed both in the main boilerplate of the Agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

City of Oregon City - Pioneer Community Center

CLACKAMAS COUNTY

By: *Anthony Konkol*
Anthony Konkol, City Manager

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

5-31-16
Date

Signing on Behalf of the Board:

Approved as to Content:

5/31/2016
Kathy Wiseman, Center Manager
Pioneer Community Center

Richard Swift, Director
Health, Housing and Human Services Dept.

Kathy Wiseman
Date

Date

Approved to Form:

By: *Chris Storey*
Chris Storey, Clackamas County Counsel

25 May 2016
Date

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of
Sandy/ Sandy Senior and Community Center to Provide Social Services
for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons in the Sandy community.
Dollar Amount and Fiscal Impact	The maximum agreement is \$55,297. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7687

BACKGROUND:

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

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Sandy/ Sandy Senior and Community Center showed an interest in providing these services within the Sandy service area, so an intergovernmental Subrecipient agreement with the City of Sandy/ Sandy Senior and Community Center was negotiated. This is the first agreement under this RFP.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-007**

This Agreement is between Clackamas County, Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging (COUNTY) and City of Sandy on behalf of its Sandy Senior & Community Center (SUBRECIPIENT); a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Nancy Enabnit	Program Representative: Same
Nancy Enabnit, Center Manager 38348 Pioneer Blvd Sandy, OR 97055 503-668-5569 nenabnit@cityofsandy.com	Same
FEIN: 93-6002250	DUNS: 03-708-5651

RECITALS

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

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.

2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$143,981**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$37,651** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$3,141** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., and Oregon nonprofit organization.
 - b. **Other Funds.** The COUNTY's funding of **\$91,744** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation; **\$6,435** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$910** for Low Income Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$143,981 in Federal and State funding has been obligated to COUNTY to fund this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
 - b. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
 - e. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - f. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - g. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - h. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for

reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.

- i. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- j. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- k. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- l. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o. **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement; SUBRECIPIENT shall, if requested, submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- p. **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- r. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to

terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization. County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Confidentiality of Client Information.**

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

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

12. Federal and State Procurement Standards

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

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall

be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - ii. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage.
 - iii. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 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 agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - iv. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

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

- v. **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 COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - vi. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - vii. **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - viii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - ix. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work

independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements. When a requirement is listed both in the main boilerplate of the Agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT


This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

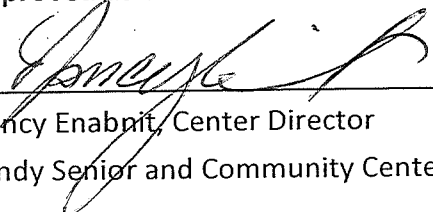
City of Sandy

Sandy Senior & Community Center

By: 
Seth Atkinson, City Manager

6/16/16
Date

Approved as to Content:


Nancy Enabnit, Center Director
Sandy Senior and Community Center

6/2/16
Date

Approved to Form:

By: 
Chris Storey, Clackamas County Counsel

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Dept.

Date

25 May 2016
Date

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with the
City of Wilsonville/Wilsonville Community Center to provide
Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community.
Dollar Amount and Fiscal Impact	The maximum agreement is \$55,297. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	none
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7688

BACKGROUND:

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

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Wilsonville/Wilsonville Community Center showed an interest in providing these services within Wilsonville service area, so an intergovernmental agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the first agreement under this RFP.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-008**

This Agreement is between Clackamas County, Oregon, acting by and through its
Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging (COUNTY) and
City of Wilsonville by and for its Wilsonville Community Center (SUBRECIPIENT), an Oregon
Municipality.

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Keith Katko	Program Representative: Patty Brescia
Finance Operations Mgr, City of Wilsonville 29799 SW Town Center Loop E Canby, RO 97013 503-266-2970 katko@ci.wilsonville.or.us	Recreation Program Manager, Wilsonville Community Center 30000 SW Town Center Loop E Wilsonville, OR 97070 503-682-3727 brescia@ci.wilsonville.or.us
FEIN: 93-0580494	DUNS: 00-825-3827

RECITALS

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

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$55,297**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$51,197** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - b. **Other Funds.** The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$55,297 in Federal and State funding has been obligated to COUNTY to fund this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in

the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
 - b. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
 - e. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 5 – Budget and Units of Services.
 - f. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 5 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - g. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - h. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
 - i. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 4 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
 - j. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or

subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 4 – Reporting Requirements.

- k. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- l. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 6: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o. **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the

reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement; SUBRECIPIENT shall, if requested, submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- p. **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- r. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 2 - Required Federal Terms and Conditions, and incorporated herein.

- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization. County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure

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

11. SUBRECIPIENT Standard Terms and Conditions. The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 3 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such

work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.

- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - ii. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 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 agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this

Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 Congressional Lobbying Certificate
- Exhibit 7 Subrecipient Information

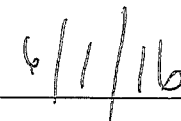
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

City of Wilsonville
Wilsonville Community Center

By: 
Bryan Cosgrove, City Manager

Approved as to Content:


Patti Brescia, Recreation Program Manager
Wilsonville Community Center


Date

Approved to Form

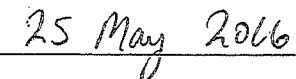
By: 
Chris Storey, Clackamas County Counsel

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith
Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Services Department

Date


Date

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Construction Contract with
Subcom Excavation & Utilities, LLC for the North Cedar Street Improvements Project

Purpose/ Outcome	The construction contract allow for the Housing and Community Development Division to work with Subcom Excavation & Utilities, LLC to construct an estimated 700 lineal feet of sidewalk along N. Cedar Street as well as curb as needed, new solar powered signal crossings will be provided at the intersection of N.W. 5 th Avenue.
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$179,837 (80%). The City of Canby will provide an estimated \$44,959 (20%) dollars for the project. The total project cost is for \$224,796. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	June to August 2016
Previous Board Action/ Review	CDBG Action Plan approved April 30, 2015
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
Contact Person	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 7817

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract with Subcom Excavation & Utilities, LLC for the N. Cedar Street Improvements Project. The contract determines the roles of Canby and the County regarding contract administration, project management as well as the duties of the hired engineer during project construction while working with the general contractor. The Construction Contract was reviewed and approved by County Counsel on May 2, 2016.

RECOMMENDATION: We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR**

OWNER

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

Subcom Excavation & Utilities, LLC
PO Box 4055
Hillsboro, OR 97123

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and Subcom Excavation & Utilities, LLC (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2015, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of: Construction of approximately 700 lf of 6-foot sidewalks and driveways along the west side of N Cedar Street between NW 5th Ave and NW 6th Avenue including a curb bump out at the intersection of N Cedar Street and NW 5th Ave with push button signal crossing and in-roadway lighting and a curb bump out at the school entrance on NW 5th Ave to expand the students drop off area. The work also includes ADA ramps and the associated storm drainage improvements.

ARTICLE 2: ENGINEER

The Project has been designed by Curran-McLeod, Inc. Engineering Consultant who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by August 2016 with a contract completion date of August 2016**. The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **60 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be **Two Hundred Twenty Four Thousand Seven Hundred Ninety Six Dollar (\$224,796.00)** which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every

reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, 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 the 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 the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in

connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations,

explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contactors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, 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.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, 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 in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

7.2.3. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 12, inclusive).
- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.

8.4. 2015 ODOT Specifications for Construction (cover, pages 1 to 136, inclusive).

8.5. Supplementary Conditions, including:

Special Conditions (pages 1 to 12, inclusive).

HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).

Federal Prevailing (Davis-Bacon) Wage Decision: **OR160001** Modification: **No. 4** Type: **Highway** Date: **April 22, 2016** (pages 1 to 17 inclusive).

State of Oregon (BOLI) Wage Rates Decision: **January 1, 2016** (pages 1 to 34 inclusive).

State of Oregon Wage Rates Amendment (BOLI): **April 1, 2016** (page 1)

8.6.a. Specifications bearing the title “General Requirements, Section 1000 through Landscaping, Section 2900” (pages 1 to 35, total count of **CURRAN-MCLEOD ENGINEERING CONSULTANTS**).

8.6.b. Specifications Product Items from **CURRAN-MCLEOD ENGINEERING CONSULTANTS** (pages 1 to 8 inclusive).

8.6.c. Drawings provided by **CURRAN-MCLEOD ENGINEERING CONSULTANTS 11 X 17** (pages 1 to 8 inclusive).

8.7. County Signage (Reserved - Not used at this time)

8.8. Addenda Number: One (1, 17 pages).

8.9. CONTRACTOR's Bid Proposal: (pages 1, 2, 3, 4, 5, 6 and 7, inclusive).

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and

will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are 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 Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: TAX LAWS

10.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. 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 OWNER 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 OWNER'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OWNER 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 OWNER may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10.2. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, 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;



M. BARBARA CARTMILL
DIRECTOR

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

June 23, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of an Amendment 2 to Intergovernmental Agreement
(TGM Grant Agreement No. 30687)
with Oregon Department of Transportation (ODOT) to develop the
Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan**

Purpose/Outcomes	Amendment to TGM Grant Agreement No. 30687 to extend the term agreement IGA with ODOT to the November 30, 2016 and update the project schedule.
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Transportation and Growth Management Program (TGM) Road Fund
Duration	The IGA with ODOT will terminate on November 30, 2016
Previous Board Action	On May 11, 2015, the BCC approved the IGA at a Business Meeting. On December 17, 2015, the BCC amended the contract to shift mapping responsibilities to the consultant. At the June 11, 2014 BCC Policy Session, the BCC approved the grant application and sent a letter of support dated June 12, 2014.
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This project will provide an update to the County Comprehensive Plan and Transportation System Plan. 2. How does this item align with the County's Performance Clackamas goals? This project will build strong infrastructure and ensure safe, healthy and secure communities.
Contact Person	Karen Buehrig, Transportation Planning Supervisor

BACKGROUND:

The Oregon Transportation and Growth Management Program (TGM) provides local governments with funding for planning projects and Transportation System Plan (TSP) updates. The Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan (Project) has been underway since the summer of 2016

The primary objectives of the project are to:

- a. Identify bicycle and pedestrian needs within the Villages at Mt. Hood boundary (including Brightwood, Welches/Wemme, Zig Zag and Rhododendron),
- b. Develop a Safe Routes to Schools Plan for Welches elementary and middle schools,
- c. Identify locations for at-grade or grade separated pedestrian crossings of US 26 within the Project Area, and
- d. Conduct a feasibility analysis to determine if there is an appropriate location for a multi-use path through the Project Area.

This amendment extends the IGA with ODOT until November 2016. This amendment was needed to accommodate the schedules of the Planning Commission and the completion of final items in the project.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of Amendment 2 to the IGA with ODOT to extend the completion date of the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan Project.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

AMENDMENT NO. 2

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as “ODOT” or “Agency”, and Clackamas County, hereinafter referred to as “County”, entered into an intergovernmental agreement on June 5, 2015, and Amendment number 1 on December 22, 2015 (collectively “Agreement”). Said Agreement covers a Transportation and Growth Management grant for Clackamas County, Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan.

It has now been determined by ODOT and County that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the agreement end date, and revise the schedule in the Statement of Work. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Paragraph A of Section 2 (Terms of Agreement); which currently reads:

“Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2016 (“Termination Date”).”

Shall be amended to read:

“Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on November 30, 2016 (“Termination Date”).”

Exhibit A, the Statement of Work, shall be amended to delete the schedule in its entirety and replaced with the following:

Project Schedule

Task	Schedule
1. Public Involvement and Project Coordination	June to August 2015
2. Existing Conditions and Desired Outcomes	June to August 2015
3. Solutions and Design Concepts Development and Analysis	January to May 2016
4. Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	May to September 2016

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through
its Department of Transportation

By _____
Division Administrator or designee
Transportation Development Division

Date _____

Clackamas County

By _____
Official's Signature

Date _____

Contact Names:

Karen Buehrig
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
Phone: 5037424683
Fax: 503-742-4349
E-Mail: karenb@co.clackamas.or.us

Gail Curtis, Contract Administrator
Transportation and Growth Management
Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8206
Fax: 503-731-3266
E-Mail: Gail.E.Curtis@odot.state.or.us



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Blue Line Transportation Co., Inc. for
Liquid Asphalt – 2016

Purpose/Outcomes	Purchase liquid asphalt from Blue Line Transportation Co., Inc. to use in our chip seal program.
Dollar Amount and Fiscal Impact	We anticipate spending \$1.5 million on liquid asphalt between three companies during the summer of 2016 and the early part of the summer of 2017.
Funding Source	215-7433-00-424410
Duration	July 1, 2016 through June 30, 2017
Strategic Plan Alignment	1. Performance measure to chip seal 43 miles of roadway 2. Improve County road status
Previous Board Action	In 2015, Albina Asphalt was the only company that submitted a bid and we estimated spending no more than \$1.7 million for liquid asphalt
Contact Person	Terry Learfield, 503-650-3253

BACKGROUND:

The Transportation Maintenance Division uses a considerable amount of liquid asphalt for its chip seal program. Liquid asphalt is delivered to work sites throughout the County by private carrier on an “as needed basis”.

After going out for bids, Purchasing received three competitive bids for liquid asphalt that met our needs. The three companies are Albina Holdings, Inc., Western Emulsions, Inc. and Blue Line Transportation Co., Inc. We anticipate spending no more than \$1.5 million between the three companies on liquid asphalt.

RECOMMENDATION:

Staff recommends Board Approval of a Contract with Blue Line Transportation Co., Inc. for Liquid Asphalt.

Respectfully submitted,

Randall A. Harmon
Transportation Operations Manager

*Placed on the June 234d, 2016 agenda by the Procurement Division.



LANE MILLER
MANAGER

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

June 23, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 23, 2016** this requirements contract with Blue Line Transportation Co. Inc. for **Liquid Asphalt - 2016** for the Clackamas County Department of Transportation and Development Transportation Maintenance Division. This project was requested by Terry Learfield, Project Manager. Quotes were requested for all the materials and manpower necessary to provide the required product. This project was advertised in accordance with ORS and LCRB Rules. Twelve quote packets were sent out with three responses received: Albina Holdings Inc. dba Albina Asphalt, Blue Line Transportation Co. Inc., and Western Emulsions, Inc. After review, all three quotes were determined to be responsive and responsible and Clackamas County has elected to enter into requirements contracts with all three vendors. Each requirements contract is not to exceed \$1,500,000.00 annually. The Transportation Maintenance Division's intent is to purchase from all three companies without exceeding a combined total purchase amount of \$1,500,000.00 annually for liquid asphalt. The term of this contract with Blue Line Transportation Co. Inc. is through June 30, 2017 with the option to renew for two (2) additional one-year terms. Funds for this project are covered under Fiscal Year 2016/2017 Budget Line 215-7433-00-424410. This contract has been reviewed and approved as to form by County Counsel.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff



LANE MILLER
MANAGER

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

June 23, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 23, 2016** this requirements contract with Albina Holdings Inc. dba Albina Asphalt for **Liquid Asphalt - 2016** for the Clackamas County Department of Transportation and Development Transportation Maintenance Division. This project was requested by Terry Learfield, Project Manager. Quotes were requested for all the materials and manpower necessary to provide the required product. This project was advertised in accordance with ORS and LCRB Rules. Twelve quote packets were sent out with three responses received: Albina Holdings Inc. dba Albina Asphalt, Blue Line Transportation Co. Inc., and Western Emulsions, Inc. After review, all three quotes were determined to be responsive and responsible and Clackamas County has elected to enter into requirements contracts with all three vendors. Each requirements contract is not to exceed \$1,500,000.00 annually. The Transportation Maintenance Division's intent is to purchase from all three companies without exceeding a combined total purchase amount of \$1,500,000.00 annually for liquid asphalt. The term of this contract with Albina Holdings Inc. dba Albina Asphalt is through June 30, 2017 with the option to renew for two (2) additional one-year terms. Funds for this project are covered under Fiscal Year 2016/2017 Budget Line 215-7433-00-424410. This contract has been reviewed and approved as to form by County Counsel.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 23, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 23, 2016** this requirements contract with Western Emulsions Inc. for **Liquid Asphalt - 2016** for the Clackamas County Department of Transportation and Development Transportation Maintenance Division. This project was requested by Terry Learfield, Project Manager. Quotes were requested for all the materials and manpower necessary to provide the required product. This project was advertised in accordance with ORS and LCRB Rules. Twelve quote packets were sent out with three responses received: Albina Holdings Inc. dba Albina Asphalt, Blue Line Transportation Co. Inc., and Western Emulsions, Inc. After review, all three quotes were determined to be responsive and responsible and Clackamas County has elected to enter into requirements contracts with all three vendors. Each requirements contract is not to exceed \$1,500,000.00 annually. The Transportation Maintenance Division's intent is to purchase from all three companies without exceeding a combined total purchase amount of \$1,500,000.00 annually for liquid asphalt. The term of this contract with Western Emulsions Inc. is through June 30, 2017 with the option to renew for two (2) additional one-year terms. Funds for this project are covered under Fiscal Year 2016/2017 Budget Line 215-7433-00-424410. This contract has been reviewed and approved as to form by County Counsel.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff

**MATERIALS AND SERVICES CONTRACT WITH BLUE LINE
TRANSPORTATION CO., INC. FOR LIQUID ASPHALT - 2016**

This requirements contract for materials and services is entered into by and between Clackamas County, a political subdivision of the State of Oregon hereinafter referred to as the COUNTY, and **BLUE LINE TRANSPORTATION CO., INC.** hereinafter called the CONTRACTOR, to provide the materials and services described below, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the materials and services as described in the Bid Documents. Materials and/or services shall be performed/supplied in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through June 30, 2017**. This contract may be renewed for two (2) additional one year terms upon the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee for -for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **\$1,500,000.00**.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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).
- 3.** 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 Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. 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:

1. CONTRACTOR shall:

- a.** 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.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. 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 the CONTRACTOR by reason of this Contract.

3. 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.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, 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.

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.
7. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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 or agents.
8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.
10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.
11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:
 - a. Reducing or withholding payment;
 - b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV 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.

V. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$1,000,000 / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents 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. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for

notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. The certificate of insurance, other than the Worker's Compensation, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days 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.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. 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.

H. The insurance, other than the Workers' Compensation and Pollution Liability Insurance, shall include the COUNTY, its agents, officers, commissioners and employees as an additional insured when and where required by written contract.

If the CONTRACTOR's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract the insurance, except that noted in the preceding paragraph, shall include the COUNTY, its agents, officers, commissioners and employees as and additional insured. Proof of additional insured status must be provided upon request in the form of an endorsement listing the COUNTY, its agents, officers, commissioners and employees as an additional insured. Use Form CG 20 10 or its equivalent.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

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.

I. The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the COUNTY.

V. LAWS, REGULATION AND ORDERS AND TAX LAW COVENANT

A. The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

B. The 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. Any violation shall entitle the DISTRICT to terminate this Contract, to pursue and recover any 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:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the DISTRICT's setoff right, without penalty; and
3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The DISTRICT shall be entitled to recover any and all damages suffered as the result of the 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 the DISTRICT may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

C. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;

3. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

VI. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The CONTRACTOR agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Blue Line Transportation Co. Inc.
2606 N Newark Street
Portland, OR 97217

Clackamas County Board of
County Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

154315
CCB License # (if applicable)

APPROVE AS TO FORM

041339-14
*Oregon Business Registry #

County Counsel

DBC Oregon
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Western Emulsions, Inc. for
Liquid Asphalt – 2016

Purpose/Outcomes	Purchase liquid asphalt from Western Emulsions, Inc. to use in our chip seal program.
Dollar Amount and Fiscal Impact	We anticipate spending \$1.5 million on liquid asphalt between three companies during the summer of 2016 and the early part of the summer of 2017.
Funding Source	215-7433-00-424410
Duration	July 1, 2016 through June 30, 2017
Strategic Plan Alignment	1. Performance measure to chip seal 43 miles of roadway 2. Improve County road status
Previous Board Action	In 2015, Albina Asphalt was the only company that submitted a bid and we estimated spending no more than \$1.7 million for liquid asphalt
Contact Person	Terry Learfield, 503-650-3253

BACKGROUND:

The Transportation Maintenance Division uses a considerable amount of liquid asphalt for its chip seal program. Liquid asphalt is delivered to work sites throughout the County by private carrier on an “as needed basis”.

After going out for bids, Purchasing received three competitive bids for liquid asphalt that met our needs. The three companies are Albina Holdings, Inc., Western Emulsions, Inc. and Blue Line Transportation Co., Inc. We anticipate spending no more than \$1.5 million between the three companies on liquid asphalt.

RECOMMENDATION:

Staff recommends Board Approval of a Contract with Western Emulsions, Inc. for Liquid Asphalt.

Respectfully submitted,

Randall A. Harmon
Transportation Operations Manager

*Placed on the June 23rd, 2016 agenda by the Procurement Division.

**MATERIALS AND SERVICES CONTRACT WITH WESTERN EMULSIONS, INC.
FOR LIQUID ASPHALT - 2016**

This requirements contract for materials and services is entered into by and between Clackamas County, a political subdivision of the State of Oregon hereinafter referred to as the COUNTY, and **WESTERN EMULSIONS, INC.** hereinafter called the CONTRACTOR, to provide the materials and services described below, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the materials and services as described in the Bid Documents. Materials and/or services shall be performed/supplied in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through June 30, 2017**. This contract may be renewed for two (2) additional one year terms upon the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee for -for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **\$1,500,000.00**.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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).
- 3.** 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 Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. 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:

1. CONTRACTOR shall:

- a.** 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.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. 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 the CONTRACTOR by reason of this Contract.

3. 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.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, 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.

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.
7. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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 or agents.
8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.
10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.
11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:
 - a. Reducing or withholding payment;
 - b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV 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.

V. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$1,000,000 / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents 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. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for

notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. The certificate of insurance, other than the Worker's Compensation, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days 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.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. 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.

H. The insurance, other than the Workers' Compensation and Pollution Liability Insurance, shall include the COUNTY, its agents, officers, commissioners and employees as an additional insured when and where required by written contract.

If the CONTRACTOR's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract the insurance, except that noted in the preceding paragraph, shall include the COUNTY, its agents, officers, commissioners and employees as and additional insured. Proof of additional insured status must be provided upon request in the form of an endorsement listing the COUNTY, its agents, officers, commissioners and employees as an additional insured. Use Form CG 20 10 or its equivalent.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

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.

I. The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the COUNTY.

V. LAWS, REGULATION AND ORDERS AND TAX LAW COVENANT

A. The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

B. The 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. Any violation shall entitle the DISTRICT to terminate this Contract, to pursue and recover any 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:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the DISTRICT's setoff right, without penalty; and
3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The DISTRICT shall be entitled to recover any and all damages suffered as the result of the 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 the DISTRICT may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

C. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;

3. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

VI. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The CONTRACTOR agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Western Emulsions, Inc.
7701 11th Street
White City, OR 97503

Clackamas County Board of
County Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

APPROVE AS TO FORM

CCB License # (if applicable)

1086177-96

*Oregon Business Registry #

County Counsel

FBC Arizona

Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Albina Holdings, Inc. dba Albina Asphalt for
Liquid Asphalt – 2016

Purpose/Outcomes	Purchase liquid asphalt from Albina Asphalt to use in our chip seal program.
Dollar Amount and Fiscal Impact	We anticipate spending \$1.5 million on liquid asphalt between three companies during the summer of 2016 and the early part of the summer of 2017.
Funding Source	215-7433-00-424410
Duration	July 1, 2016 through June 30, 2017
Strategic Plan Alignment	1. Performance measure to chip seal 43 miles of roadway 2. Improve County road status
Previous Board Action	In 2015, Albina Asphalt was the only company that submitted a bid and we estimated spending no more than \$1.7 million for liquid asphalt
Contact Person	Terry Learfield, 503-650-3253

BACKGROUND:

The Transportation Maintenance Division uses a considerable amount of liquid asphalt for its chip seal program. Liquid asphalt is delivered to work sites throughout the County by private carrier on an “as needed basis”.

After going out for bids, Purchasing received three competitive bids for liquid asphalt that met our needs. The three companies are Albina Holdings, Inc., Western Emulsions, Inc. and Blue Line Transportation Co., Inc. We anticipate spending no more than \$1.5 million between the three companies on liquid asphalt.

RECOMMENDATION:

Staff recommends Board Approval of a Contract with Albina Holdings, Inc. dba Albina Asphalt for Liquid Asphalt.

Respectfully submitted,

Randall A. Harmon
Transportation Operations Manager

*Placed on the June 23rd, 2016 agenda by the Procurement Division.

**MATERIALS AND SERVICES CONTRACT WITH ALBINA HOLDINGS INC. dba
ALBINA ASPHALT FOR LIQUID ASPHALT - 2016**

This requirements contract for materials and services is entered into by and between Clackamas County, a political subdivision of the State of Oregon hereinafter referred to as the COUNTY, and **ALBINA HOLDINGS INC. dba ALBINA ASPHALT** hereinafter called the CONTRACTOR, to provide the materials and services described below, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the materials and services as described in the Bid Documents. Materials and/or services shall be performed/supplied in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through June 30, 2017**. This contract may be renewed for two (2) additional one year terms upon the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee for -for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **\$1,500,000.00**.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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).
- 3.** 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 Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. 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:

1. CONTRACTOR shall:

- a.** 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.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. 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 the CONTRACTOR by reason of this Contract.

3. 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.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, 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.

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.
7. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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 or agents.
8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.
10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.
11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:
 - a. Reducing or withholding payment;
 - b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV 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.

V. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$1,000,000 / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents 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. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for

notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. The certificate of insurance, other than the Worker's Compensation, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days 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.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. 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.

H. The insurance, other than the Workers' Compensation and Pollution Liability Insurance, shall include the COUNTY, its agents, officers, commissioners and employees as an additional insured when and where required by written contract.

If the CONTRACTOR's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract the insurance, except that noted in the preceding paragraph, shall include the COUNTY, its agents, officers, commissioners and employees as and additional insured. Proof of additional insured status must be provided upon request in the form of an endorsement listing the COUNTY, its agents, officers, commissioners and employees as an additional insured. Use Form CG 20 10 or its equivalent.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

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.

I. The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the COUNTY.

V. LAWS, REGULATION AND ORDERS AND TAX LAW COVENANT

A. The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

B. The 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. Any violation shall entitle the DISTRICT to terminate this Contract, to pursue and recover any 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:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the DISTRICT's setoff right, without penalty; and
3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The DISTRICT shall be entitled to recover any and all damages suffered as the result of the 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 the DISTRICT may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

C. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;

3. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

VI. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The CONTRACTOR agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Albina Holdings Inc. dba Albina Asphalt
801 Main Street
Vancouver, WA 98660

Clackamas County Board of
County Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

APPROVE AS TO FORM

CCB License # (if applicable)

058990-18

*Oregon Business Registry #

County Counsel

DBC Oregon
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.

DRAFT

Approval of Previous Business Meeting Minutes:

May 26, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

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

Thursday, May 26, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation Recognizing Librarian of the Year Award-Winner Kathryn Kohl
Greg Williams, Business & Community Services, Library Network presented the staff report.
He introduced Kathryn Kohl who also said a few words.
The Board thanked Kathryn for her service to Clackamas County and congratulated her for this outstanding award.

II. CITIZEN COMMUNICATION

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

1. Leslie Shirk, Oak Grove Library Advocate
2. Stephanie Kurzenhauser, Oak Grove Library Advocate
3. Jeffery Bornefeld, Oak Grove Library Advocate, he submitted 300 cards signed by residents in support of Oak Grove Library.
4. Thelma Haggemiller, Oak Grove Library Advocate.
~Board Discussion regarding libraries~
5. Les Poole, Gladstone – misc. issues including libraries and the County budget.
~Board Discussion regarding budget~

III. PUBLIC HEARING

1. **Board Order No. 2016-42** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of 122nd Avenue, County Road #2092J
Rick Maxwell, Department of Transportation & Development presented the staff report.
~Board Discussion~
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for motion.

MOTION:

Commissioner Smith: I move we approve the Board Order accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of 122nd Avenue, County Road #2092J.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.
Commissioner Smith: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of Amendment No.1 to the Inter-Agency Agreement No. 7126-01 with Clackamas County Community Corrections, to Provide Residential Beds inclusive of the (CSAP) Corrections Substance Abuse Treatment Program to Adult Drug Court Participants within Corrections' Residential Services Division - *Health Centers*
2. Approval of Amendment No.1 to the Inter-Agency Agreement No. 7127-01 with Clackamas County Community Corrections, to Provide Residential Beds inclusive of the (CSAP) Corrections Substance Abuse Treatment Program to Adult Drug Court Participants within Corrections' Residential Services Division - *Health Centers*
3. Approval of Amendment No. 1 to the Inter-Agency Agreement with Clackamas County Health Centers Division to Provide Shared Services – *Public Health*

B. Department of Transportation & Development

1. **Board Order No. 2016-43** Accepting the Feasibility Report for the Starview Lane Local Improvement District
2. Approval of a Contract with Emery and Sons, Construction Northwest, LLC (Emery & Sons Construction Group) for Construction of the East Barlow Trail Road at Milepost 6.0 Project – *Procurement*
3. Approval of a Contract with David Evans and Associates, Inc. for Construction Management Services Related to the Pudding River (Whiskey Hill Road) Bridge Replacement Project – *Procurement*
4. Approval of a Contract with Pac-Green Nursery and Landscaping, LLC for Landscape Maintenance Service for Various Roadway Areas in Clackamas County – *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Administration

1. Approval of an Amendment to the Hatfield Fellows Master Intergovernmental Agreement between Clackamas County and Portland State University for the Mark O. Hatfield School of Government

2. Approval of an Amendment to the Oregon Fellows Master Intergovernmental Agreement between Clackamas County and Portland State University for the Mark O. Hatfield School of Government

E. Department of Emergency Management

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the Use of Fiscal Year 15 United States Department of Homeland Security's Urban Area Security Initiative Grant Program

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:27 AM

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



Dave Cummings
Chief Information Officer

Technology Services

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # 3536-16
with the Oregon Department of Revenue for
Digital GIS Tax Lot Conversion

Purpose/Outcomes	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
Dollar Amount and Fiscal Impact	This semi-annual IGA Contract is \$42,000 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
Funding Source	State of Oregon, Department of Revenue
Duration	Terminates June 30, 2017
Previous Board Action/Review	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
Strategic Plan Alignment	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Building public trust through good government
Contact Person	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our Spring 2016 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # 3536-16 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,



David Cummings
Chief Information Officer

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #3536-16**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.

- B. Award. The Department shall provide funds in the amount of **\$42,000.00** to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.

- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2017** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **July 31, 2017**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any

audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or

2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein

and expressly described as intended beneficiaries of the terms of this Agreement.

- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of

the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:
State of Oregon, acting by and through its
Department of Revenue

COUNTY:
Clackamas County

By: _____
Procurement & Contract Specialist

By: _____

Date: _____

Title: _____

Telephone: (503) 947-2623

Date: _____

Fax No: (503) 945-8382

Telephone: _____

Fax No: _____

Authorized Agency Signature

By: _____
Toni Payseno, Contracts & Procurement Manager

Date: _____

EXHIBIT A

AWARD LETTER

COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

**Department of Revenue
Property Tax Division**

955 Center St NE

PO Box 14380

Salem, OR 97309-5075

www.oregon.gov/dor

June 6, 2016

Eric Bohard, Technical Services Division Manager
Clackamas County Technical Services
121 Library Court
Oregon City, OR 97045

Dear Mr. Bohard

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2016 through June 30, 2017.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1,500 Taxlots	\$ 42,000.00
2		
Total		\$ 42,000.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Clackamas		B. Funding Cycle: Spring 2016	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$42,000	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail
This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, 1,500 rural and urban tax lots will be completed to ORMAP standards for this project period.			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
X	Tax Lot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2016			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Tax Lot Conversion (COGO/ Annotate)	1500	\$28	\$42,000
County contribution (Detailed below)			\$45,000
Total for project			\$87,000
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Surveyor	\$5,000 – Control points		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.		
Clackamas County GIS	\$25,000 –QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
A. Assessor's Signature & Date:	See File Copy		
F. Fiscal Coordinator – Name & Contact Number:	Eric Bohard 503-723-4814		

G. Project Coordinator – Name & Title:	Eric Bohard, Technical Services Division Manager
E-mail address:	ericboh@clackamas.us
Phone Number:	503-723-4814
Mailing Address:	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

Clackamas County is continuing to undergo a taxlot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

The project will cover newly created urban and existing rural and resource tax lots in selected parts of the County where acceptable survey ground control exists. As new subdivisions are created, urban tax lots are re-mapped into the GIS database.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the Spring 2007 contract, the efforts have shifted to rural tax lots. However, as new urban tax lots are created, those are immediately brought into the digital GIS database to ORMAP standards. You will notice that the number of tax lots have decreased since the last grant proposal for Fall of 2015. This is due to Assessment and Taxation cleaning up split parcels and vacating old subdivisions. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	111,024
Tax Lots Completed (COGO, rectified, and annotated)	111,024 (100%)

Rural Tax Lots: (\$384,215 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, 2995, 3036, 3064, 3107, 3150, 3374, 3436-15)

Total Rural Tax Lots:	45,668
Tax Lots Completed:	34,251 (75%)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	931
Tax Lot Completed:	488 (52%)

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as “anchors” or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to “fill in” the areas in-between the anchors. As we build

the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical. The use of ESRI's Parcel Fabric also will be used whenever possible.

5. Describe the project deliverables.

This project will deliver 1500 additional re-mapped tax lots, fully annotated, using our technical approach and rectified to control meeting ORMAP rural tax lot standards. As new subdivisions are created, typically in the urban areas, those tax lots are mapped to ORMAP urban standards.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

County staff is used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan?

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to create the tax maps, directed exclusively by the County Cartographer.

8. Provide a project timeline with milestones or completion dates.

To date, all urban tax lots are completed. As urban tax lots are created during this project period, those are completed. This project deals only with rural tax lots, of which 75% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 4 in December 2019. Thus far, we have remapped to ORMAP specifications 92% of the total. To date, 145,763 tax lots have been captured and annotated in our GIS, leaving approximately 11,860 tax lots comprising rural and resource level tax lots to complete.

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

9. Does this project have any partnerships? If yes, please identify them.

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

10. Describe any innovations utilized by this project.

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product. Recently, we started utilizing ESRI's Parcel Fabric schema.

11. Detail Costs (who is paying for what).

Approximately 48% of this project is paid by ORMAP funding. The remaining will come from County resources. The County's Survey Office is providing ground control at county expense. The County Assessor's

Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

B. Quality Control

1. Who will be responsible for quality control (QC)?

All Quality Control is the responsibility of Clackamas County’s Departments of Assessment and Taxation and Technology Services, GIS Division.

2. Will county cartography staff review the deliverables?

Yes. The cartography staff in the Assessor’s Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

3. Will there be a review by Department of Revenue’s cartography staff?

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

4. Describe QC procedures.

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

C. Project Detail

1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Taxlots	157,623	145,763	92.5%
Tax Maps	3,360	1,844	54.9%

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No, our anticipated completion date is December 2019, perhaps sooner.

5. Is this project part of a multi-county effort? If so, please explain.

No

6. Will the project cost be affected if it is not fully funding this cycle?

Yes. It will delay our overall completion time.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

2. Identify any data restrictions or licensing issues.

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement.

E. Background Information

Any other information that you feel may help support the project.

F. Other Issues - Please identify.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 22 day of March, 2016, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

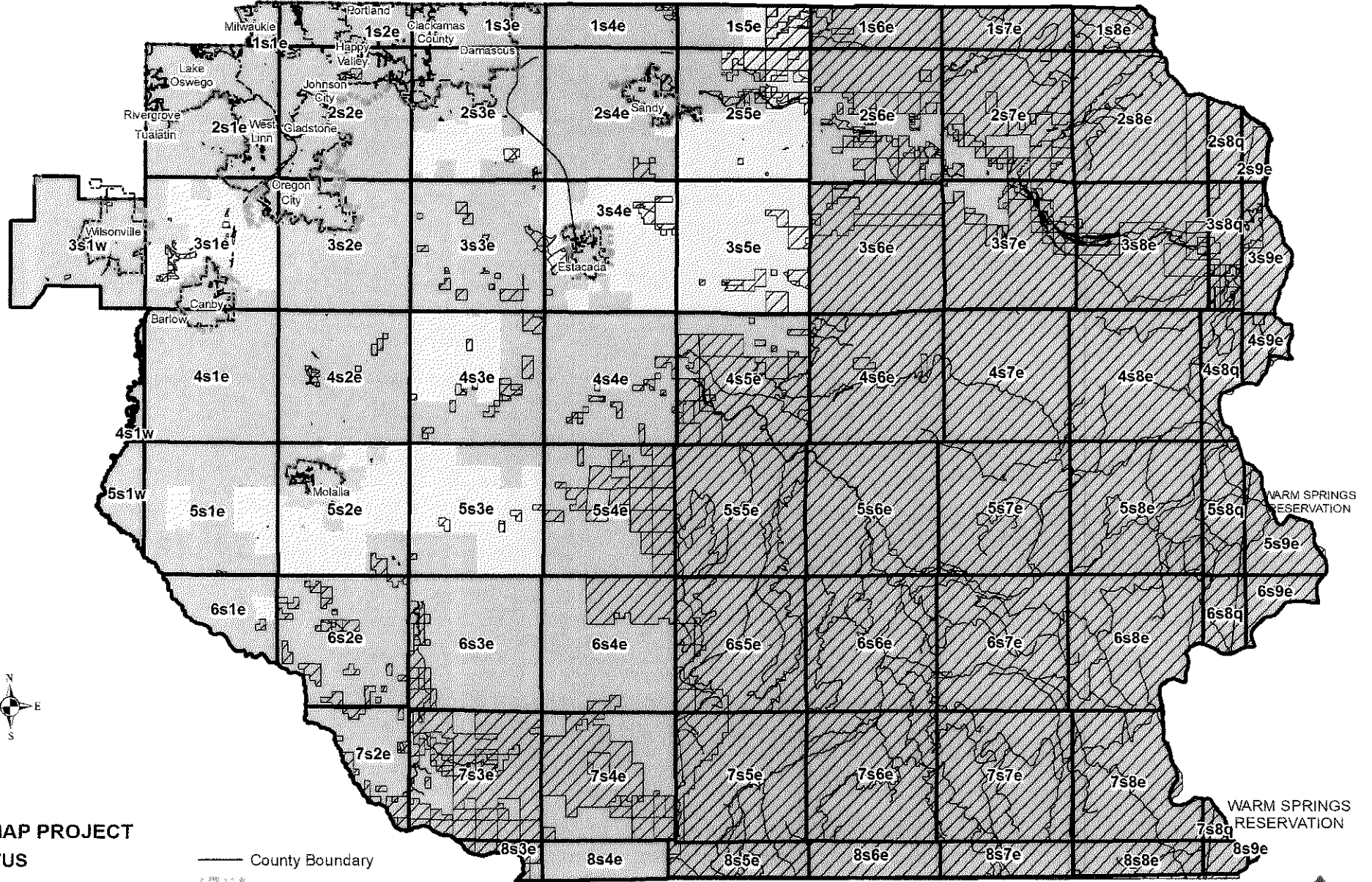
Signature: /s/ Eric Bohard (see file copy)

Printed Name: Eric Bohard Title: Technical Services Manager

¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

ATTACHMENT 1

ORMAP PROJECT STATUS MARCH 2016



ORMAP PROJECT STATUS

- Completed or In Progress
- Not Started
- Metro Urban Growth Boundary
- County Boundary
- USFS, BLM, and ODF Resource Lands





June 23, 2016

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

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with
Oregon Department of Fish and Wildlife,
for Fish Monitoring at Spring Park Natural Area

Purpose/Outcomes	Provides fish monitoring services to determine benefits of restoration actions to meet goals at Spring Park Natural Area.
Dollar Amount and Fiscal Impact	Contract maximum value is \$10,000.
Funding Source	North Clackamas Parks and Recreation District funds. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2018
Previous Board Action	New item
Strategic Plan Alignment	1. Honor, utilize, promote and invest in our natural resources 2. Build public trust through good government.
Contact Person	Gary Barth, BCS Director – 503-742-4299
Contract No.	N/A

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) of the Business and Community Services Department requests the approval of an Intergovernmental Agreement (IGA) with Oregon Department of Fish and Wildlife. This IGA provides fish monitoring services to determine benefits of restoration actions to meet goals at Spring Park Natural Area. Reimbursement is on a performance based fee-for-service basis. This IGA is to start at the beginning of FY16-17 July 1, 2016. This IGA has a maximum contract value of \$10,000. County Counsel reviewed this document in April, 2016. No County General Funds are involved. It is effective July 1, 2016 and terminates on June 30, 2018.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorizes Gary Barth, BCS Director to sign on behalf of Clackamas County.

Respectfully submitted,

Gary Barth, Director
Business and Community Services

**INTERGOVERNMENTAL
BETWEEN NORTH CLACKAMAS PARKS AND RECREATION DISTRICT and
OREGON DEPARTMENT OF FISH AND WILDLIFE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into and between North Clackamas Parks & Recreation District (NCPRD), a county service district formed pursuant to ORS Chapter 451 and Oregon Department of Fish and Wildlife (ODFW), a department of the State of Oregon, located at 4034 Fairview Industrial Drive SE, Salem, OR 97302.

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, *[This Agreement establishes an agreement between NCPRD and ODFW to conduct fish monitoring at the Spring Park Natural Area (the "SPNA"), which site is owned by the City of Milwaukie but managed by NCPRD under an IGA. The SPNA is depicted in Exhibit A, attached hereto and incorporated herein. The purpose of the Agreement is to advance research on several key questions associated with the restoration of the floodplain backchannel alcove and the benefits of these habitats to salmon, especially off-channel rearing habitat for juvenile salmon. The SPNA supports Chinook salmon, coho salmon, steelhead and cutthroat trout as well as brook and Pacific lamprey. Providing rearing habitat for juvenile salmon is one of many goals for the site, and is the primary reason for the restoration project occurring with grant funding in 2015 partnering with Metro, US Forest Service, State of Oregon Local Government Grant, The Nature Conservancy Portland General Electric, Willamette RiverKeeper and many more partners. The monitoring funded by this agreement will support the evaluation of the effectiveness of such project.]*

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution and shall expire June 30, 2018.
2. **Obligation of ODFW.**
 - A. ODFW agrees to furnish the necessary personnel, equipment, materials and services and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Work attached hereto as Exhibit B (the "Work"). ODFW agrees to perform the Work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals performing the Work under this Agreement including, but not limited to, retirement contribution, workers compensation, unemployment taxes and state and federal income tax withholdings. ODFW shall also be responsible for obtaining all required permits for performance of the work set forth in the Scope of Work, and shall provide copies of all to NCPRD upon request.
 - B. Quarterly ODFW shall submit invoices for the performance of the Work. Upon final completion of the Work, ODFW shall submit a final invoice for reimbursement to NCPRD not to exceed Ten Thousand Dollars (\$10,000.00). Payment shall be based on the budget set forth in Exhibit C attached hereto.
 - C. Unless otherwise provided herein, all documents, instruments and media of any nature produced by ODFW pursuant to this Agreement are work products and are the property of NCPRD. At NCPRD request, ODFW shall provide NCPRD with an electronic version of all work products that have been produced or recorded in electronic media.

3. Obligation of NCPRD.

- A. Upon receipt of the written invoices for reimbursement of a portion of the Work, NCPRD agrees to reimburse ODFW within sixty (60) days.
- B. NCPRD shall allow ODFW access to SPNA as of the date of execution of this Agreement so that ODFW can complete the Work. Although implementation of the Work is the responsibility of ODFW, the SPNA will remain under management of NCPRD, and NCPRD shall be solely responsible for the properties management regarding non-Work related issues.

4. Contacts

A. NCPRD

Tonia Burns
NCPRD Natural Area Coordinator
150 Beaver Creek Road
Oregon City, OR 97045
Work Cell: 503-593-3673
tburns@clackamas.us

B. ODFW

Tom Friesen
ODFW Upper Willamette RM&E Program
28655 Highway 34
Corvallis, OR 97333
541-757-5151
tom.friesen@oregonstate.edu

5. Work Plan and Scheduling of Work.

- A. ODFW will manage the Work and intends to complete the Work by June 30, 2018. NCPRD acknowledges that said schedule is dependent on many conditions and may be subject to change. ODFW will provide prompt notice to NCPRD of any changes in the schedule.
- B. Nothing herein shall prevent the parties from meeting to mutually discuss the Work. Each party shall use best efforts to coordinate with the other to minimize conflicts. No adjustment shall be made which obligates NCPRD to fund the Work in excess of \$10,000.00.

6. In the event either party changes plans or specifications, approves change orders, or extends unit prices that affect Work costs following the execution of the Work, the party requesting the change may be held financially responsible for any additional direct or indirect costs associated with the change.
7. **Early Termination of Agreement**
 - A. NCPRD and ODFW, by mutual written agreement, may terminate this Agreement at any time.
 - B. Either NCPRD or ODFW may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
8. **Indemnification.** ODFW agrees to indemnify, hold harmless and defend NCPRD, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of ODFW or ODFW's officers, owners, employees, agents, or its subcontractors or anyone over which ODFW has a right to control.
9. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
10. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
11. **Integration.** This Agreement contains the entire agreement between NCPRD and ODFW and supersedes all prior written or oral discussions or agreements.
12. **Amendments.** NCPRD and ODFW may amend this Agreement at any time only by written amendment executed by NCPRD and ODFW.
13. **Waiver.** NCPRD and ODFW shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach may be of the same nature as that waived.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

**North Clackamas Parks and Recreation
District**

Oregon Department Fish and Wildlife



Commissioner Chair

Name: William Herber, Deputy Director for Administration

MAY 20 2016

Date

Date

Exhibit A

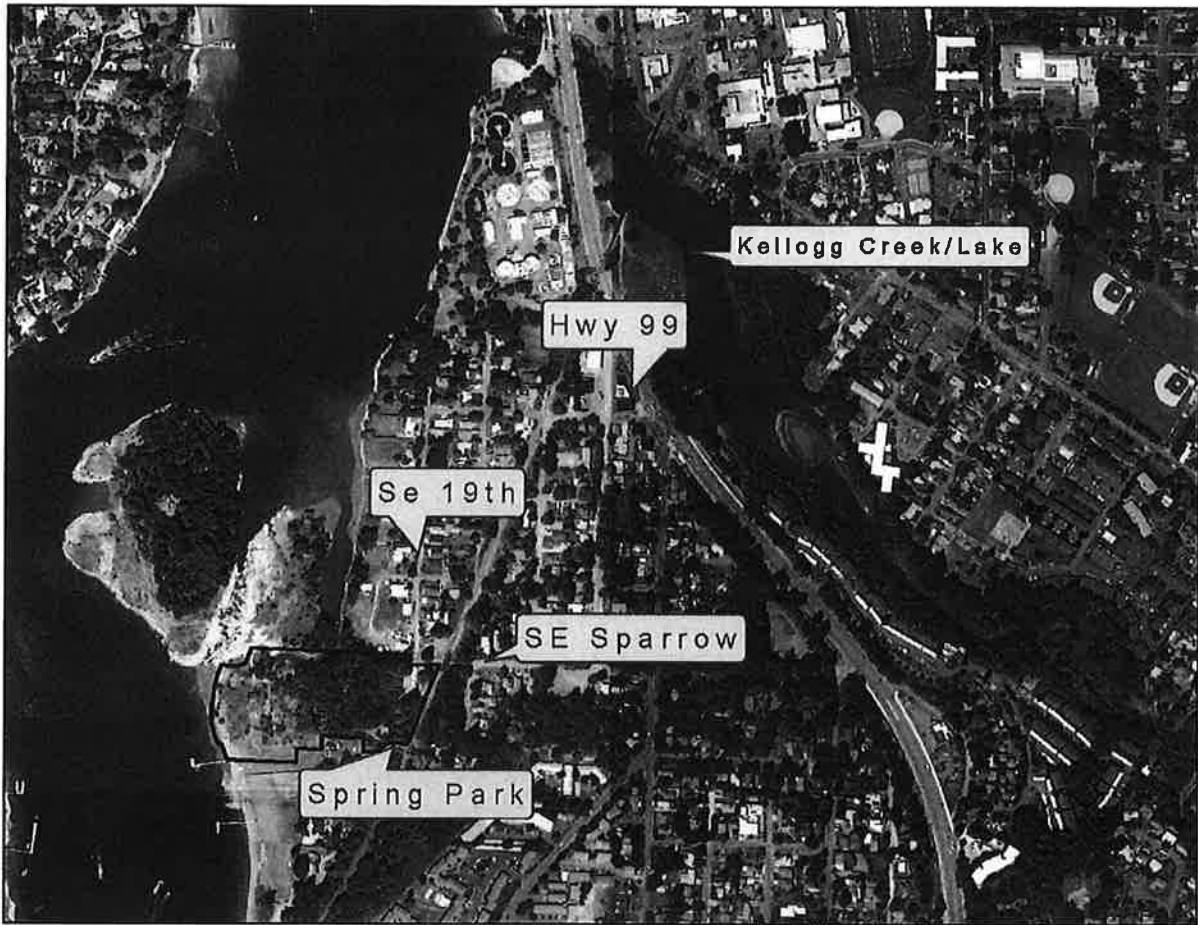


Exhibit A- Map of Spring Park Natural area project location

Exhibit B

Scope of Work- NCPRD ODFW Work Agreement Spring Park Natural Area and Budget

- I. **Title:** Fish and Amphibian Monitoring at the Spring Park Natural Area, Years 2-4
- II. **Background and Purpose:**
This Agreement consists of activities designed to assist the North Clackamas Parks and Recreation District (NCPRD) in characterizing fish and amphibian populations and water temperature at the Spring Park Natural Area (SPNA) in Milwaukie, Oregon, relative to ongoing restoration and enhancement efforts. This work builds on the original surveys ODFW conducted in 2015 (Friesen 2016).
- III. **Tasks:**
To assist the NCPRD, ODFW proposes to conduct the following activities in 2015-16, 2016-17, and 2017-18:
- 1) Conduct fish and amphibian surveys for 1-2 days once per season (spring through winter) at the SPNA.
 - 2) Provide identification to species for fish and amphibians captured. Measure fork length (mm) for fish, snout-vent length for amphibians, and inspect fish for tags/marks/anomalies.
 - 3) Tag any anadromous salmonids collected with a passive integrated transponder (PIT) tag; document subsequent detections using the Columbia Basin PIT tag information system (PSMFC 2015).
 - 4) Deploy Vemco® temperature loggers for the duration of project; recover loggers at project completion and download data.
 - 5) Provide fish, amphibian, and temperature data to NCPRD in Excel format at project completion.
 - 6) Summarize fish amphibian, and temperature data in a completion report (2018)
- IV. **Methods:**
Fish and amphibian collection
We will use mini Oneida net traps (see Monzyk et al. 2014) for sampling at the study site. Oneida net traps have a main box that is approximately 4'x4'x4' in size with two 7'x6' wings that flare from the main box at a 45o angle and a 90' long leader line between the trap and a fixed point on the shore. The traps are typically set in mid- morning and retrieved approximately 24 hours later. We will repeat sampling at the same location in each season as long as water depth and access are sufficient.
We will identify captured specimens to species, count individuals by species, and measure fork length of fish captured (snout-vent length for amphibians). Fish and amphibians will be separated into tubs and fish will be anesthetized using tricaine methansulphonate (MS-222). If there are more than 30 individuals of the same species caught in the same sample, only the first 30 will be measured and weighed. Subsequent individuals of the same species will be tallied. Juvenile salmon will be PIT tagged. All fish and amphibians will be revived and released alive at the site when processing is complete.
- Temperature
We will deploy two Vemco Minilog-II-T® temperature loggers at the onset of the project. The loggers will continuously record temperature at preset intervals for the duration of the study. We will retrieve the loggers and download temperature data after the last sampling

date.

V. Timeline:

April 1 – June 30, 2016 and July 1 – June 30, 2016-17: one sampling event (fish and amphibian survey) to be conducted each season (total of six); a sampling event may include multiple days. Specific sampling dates will be selected at ODFW’s discretion and may be rescheduled due to river and weather conditions. Temperature loggers will be deployed at the start of the project and will run continuously.

ODFW will submit a draft completion report 60 days prior to the end of the contract period (June 30, 2018), and a final completion report and data files 30 days prior of the end of the contract period.

VI. References

Friesen, T. A. 2016. Fishes and other aquatic biota of the Spring Park Natural Area, North Clackamas County, Oregon. Draft Annual Report to the North Clackamas County Parks and Recreation District. ODFW, Corvallis.

Monzyk, F. R., J. D. Romer, R. Emig, and T. A. Friesen. 2014. Life-History characteristics of juvenile spring Chinook salmon rearing in Willamette Valley reservoirs. Annual Report to U.S. Army Corps of Engineers, Portland, Oregon. Task Order W9127N-10-2-0008-0020. ODFW, Corvallis.

PSMFC (Pacific States Marine Fisheries Commission). 2015. Columbia Basin PIT Tag Information System. Available: www.ptagis.org. Accessed December 30, 2015.

VII. Budget: (see attached spreadsheet)

<u>04/01/2016 – 06/30/2016:</u>	
Personal Services:	\$1611.40
Services and Supplies:	\$374.46
Indirect cost (25.89%):	\$514.14
	=====
	\$2,500.00
 <u>07/01/2016 – 06/30/2017:</u>	
Personal Services:	\$3,532.23
Services and Supplies:	\$439.46
Indirect cost (25.89%):	\$1,028.28
	=====
	\$5,000.00
 <u>07/01/2017 – 06/30/2018:</u>	
Personal Services:	\$1,697.92
Services and Supplies:	\$287.94
Indirect cost (25.89%):	\$514.14
	=====
	\$2,500.00

EXHIBIT C

Administrative Summary

North Clackamas Parks and Recreation District Contact Information:

Project Manager: Tonia Burns
Address: 150 Beaver Creek Road
Oregon City, OR 97045
Telephone: (503) 742-4357
Fax:
Email: TBurns@co.clackamas.or.us

Contracts Officer: Laura Zentner
Address: 150 Beaver Creek Road
Oregon City, OR 97045
Telephone: (503) 742-4344
Fax:
Email: Lzentner@clackamas.us

ODFW'S Contact Information:

ODFW Project Manager: Tom Friesen
Address: ODFW Corvallis Research Laboratory
28655 Hwy 34
Corvallis, OR, 97333
Telephone: (541) 757-5151
Fax: (541) 757-4102
Email: Tom.Friesen@oregonstate.edu

ODFW Contracts Officer: Patty Whalen
Address: 4034 Fairview Industrial Drive SE
Salem, OR 97302-1142
Telephone: (503) 947-6138
Fax: (503) 947-6156
Email: Patty.L.Whalen@state.or.us

ODFW Accounts Payable: Pat Tanner
Address: 4034 Fairview Industrial Drive SE
Salem, OR 97302-1142
Telephone: (503) 947-6186
Fax: (503) 947-6140
Email: Pat.Tanner@state.or.us



Gregory L. Geist
Director

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement between
Clackamas County Service District No. 1 and Metro
for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award

Purpose/Outcomes	Approve amendment to add activities to the project scope, reduce the overall grant amount, and extend the expiration date of grant award through December 2016.
Dollar Amount and Fiscal Impact	Amended contract maximum value is now \$137,547.32. Contract amount was reduced from \$209,000 because project construction costs were lower than expected and Metro wishes to reallocate the unused funds. Cost of amended scope is \$75,000, with \$25,000 to be paid by Metro and \$50,000 by CCSD#1.
Funding Source	Metro Nature in Neighborhoods Capital Grant program and CCSD#1 Surface Water Funds. No General Funds are impacted.
Duration	Grant agreement was scheduled to terminate on June 30, 2016; amendment extends date to December 31, 2016.
Previous Board Action/Review	Approval to apply for the grant was provided by Board on January 29, 2013. Grant agreement was signed on July 27, 2013 through Board action 07182013 IX. 12.
Strategic Plan Alignment	The Rock Creek Confluence restoration project supports strategic planning goals by: <ol style="list-style-type: none"> 1. Aligns with WES's strategic plan: project restores natural resources to support healthy streams. 2. Aligns with the County's strategic plan: project promotes and invests in our natural resources. Project also creates jobs for contractors, contributing to growing a vibrant economy and improves water quality, contributing to healthy communities.
Contact Person	Ron Wierenga, Water Environment Services, X4581, RWierenga@clackamas.us
Contract No.	Metro contract no. 932110, WES project number P152047

BACKGROUND:

The Rock Creek Confluence Restoration Project enhances the resiliency of a major Clackamas River tributary. Rock Creek supports salmonid populations in an urbanizing area. Pending development in the upper watershed (East Happy Valley expansion area) will adversely impact Rock Creek via significant increases in runoff and associated pollutants. This site is also a key study site for hands-on outdoor science education through WES' Watershed Health Education Program.

The Board of County Commissioners approved the WES application for the Metro grant on January 29, 2013 and approved an IGA for the grant on July 27, 2013. The original grant award was for \$209,000 with a 2:1 match requirement. WES and its partner, the Clackamas River Basin Council, completed the project under budget. WES therefore requested an extension from Metro to complete additional activities using some of the remaining funds, and will reduce the total grant award by the surplus amount so that Metro can reallocate them.

This amendment will:

1. Extend the grant expiration date to December 31, 2016.
2. Amend the scope to add:
 - a. Vegetation establishment costs: CCSD#1 has already budgeted for this work as a necessary project cost; with this amendment, Metro will now pay a portion of the costs.
 - b. Design, permitting, and construction of a shelter and picnic tables for students to use in environmental science studies. This is a valuable addition to the site that Watershed Health Education Program participants have repeatedly requested for students during stormy sampling events.
 - c. Conducting the 2016 (third annual) Discover Rock Creek community outreach event. The first two years of this event were funded by the Metro grant and attracted many participants.
 - d. More time to complete design, fabrication, and installation of interpretive signs already planned and budgeted.

This grant agreement amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Amendment to the Intergovernmental Agreement between Clackamas County Service District No. 1 and Metro for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award.

Respectfully submitted,

Greg Geist, Director
Water Environment Services



600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 01

CONTRACT NO. 932110

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County Service District No. 1, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Scope of Work as follows:

The Scope of Work, as outlined in Attachment A, has been adjusted to reflect a new project completion date of December 31, 2016 and changes in the contract amount.

Metro and Grant Recipient agree to reduce the original contract amount of TWO HUNDRED NINE THOUSAND AND 00/100THS DOLLARS (\$209,000.00) by SEVENTY-ONE THOUSAND FOUR HUNDRED FIFTY-TWO AND 68/100THS DOLLARS (\$71,452.68), for a total contract amount not to exceed ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED FORTY-SEVEN AND 32/100THS DOLLARS (\$137,547.32).

To request reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
Attn: Oriana Quackenbush
600 NE Grand Ave.
Portland, OR 97232-2736

Contractor shall ensure that the current Certificate of Insurance on file with Metro covers this time extension.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

GRANT RECIPIENT

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



Gregory L. Geist
Director

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between the Clackamas County Service District No. 1
and the U.S. Geological Survey for Johnson Creek Monitoring

Purpose/Outcomes	<i>This annual funding agreement between CCSD#1 and the USGS supports the operation and maintenance of a continuous creek flow monitoring gage on Johnson Creek.</i>
Dollar Amount and Fiscal Impact	<i>\$10,000 of CCSD#1 funds are required from the District's approved 2015-2016 budget.</i>
Funding Source	<i>CCSD#1 Operating Fund. No General Funds are impacted.</i>
Duration	<i>October 1, 2015 to September 30, 2016</i>
Previous Board Action/Review	<i>Previous Joint Funding Agreements have been signed by the Board authorizing the use of CCSD#1 funds since October 1, 1999.</i>
Strategic Plan Alignment	<i>This action aligns with strategic plans: 1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures. 2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</i>
Contact Person	<i>Ron Wierenga, Surface Water Manager, x4581, rwierenga@clackamas.us</i>
Contract No.	<i>N/A</i>

BACKGROUND:

A cooperative, multi-jurisdictional hydrology study between the USGS and local governments in the Johnson Creek watershed is proposed to continue during Federal fiscal year 2015-2016. In 1999, CCSD#1 joined this long-term study. Other local governments who plan to participate this year include the Cities of Gresham, Milwaukie, and Portland, Multnomah County, and the East Multnomah County Soil & Water Conservation District. Funds would be used by the USGS to maintain a network of several continuous creek water quality and/or flow monitoring stations, and to maintain an existing network of monitoring stations which measure groundwater levels.

The benefits of the overall Project include:

- Compliance with Tualatin River Total Maximum Daily Load Implementation Plan strategy for Johnson Creek.
- High quality and water quality data flow data, which can be used to: I) revise FEMA floodplain maps, and II) calculate the river's pollutant mass loads (ie. pounds of phosphorus/day) when combined with water quality data.
- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Clackamas County Service District No. 1, approve the Joint Funding Agreement between the Clackamas County Service District No. 1 and the U.S. Geological Survey for Johnson Creek Monitoring.

Respectfully submitted,

Greg Geist, Director
Water Environment Services



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oregon Water Science Center
2130 SW 5th Avenue
Portland, OR 97201

June 3, 2016

Ron Wierenga
Surface Water Manager, Clackamas County Water Environment Services
Clackamas County Water Environmental Services
150 Beaver Creek Road
Oregon City, Oregon 97045

Dear Ron Wierenga,

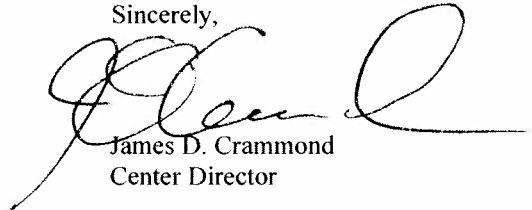
Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Oregon Water Science Center Water Resources Investigations, during the period October 1, 2015 through September 30, 2016 in the amount of \$10,000 cash from your agency. U.S. Geological Survey contributions for this agreement are \$6,670 for a combined total of \$16,670. Please sign and return one fully-executed original to Andrew Kerslake at the address above. The remaining portion will be provided by local agencies and Federal matching funds as follows:

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2016**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Adam Stonewall by phone number (503) 251-3276 or email stonewal@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at phone number (503) 251-3253 or email at kerslake@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,



James D. Crammond
Center Director

Enc.: 16WNOR000180102

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WNOR000180102
Customer#: 6000001801
Project #: YF00D7U
TIN #: 93-6002286
USGS DUNS #: 137883463

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Clackamas County Water Environmental Services party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$6,670 by the party of the first part during the period October 1, 2015 to September 30, 2016
 - (b) \$10,000 by the party of the second part during the period October 1, 2015 to September 30, 2016
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WNOR000180102
Customer#: 6000001801
Project #: YF00D7U
TIN #: 93-6002286
USGS DUNS #: 137883463

USGS Technical Point of Contact

Name: Adam Stonewall
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3276
Fax: (503) 251-3470
Email: stonewal@usgs.gov

Customer Technical Point of Contact

Name: Ron Wierenga
Surface Water Manager, Clackamas
County Water Environment Services
Address: 150 Beaver Creek Road
Oregon City, Oregon 97045
Telephone: (503) 742-4581
Fax:
Email: rwierenga@co.clackamas.or.us

USGS Billing Point of Contact

Name: Andrew Kerslake
Financial Specialist
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3253
Fax:
Email: kerslake@usgs.gov

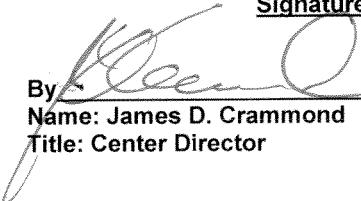
Customer Billing Point of Contact

Name: Ron Wierenga
Surface Water Manager, Clackamas
County Water Environment Services
Address: 150 Beaver Creek Road
Oregon City, Oregon 97045
Telephone: (503) 742-4581
Fax:
Email: rwierenga@co.clackamas.or.us

U.S. Geological Survey
United States
Department of Interior

Clackamas County Water Environmental Services

Signature

By  Date: Jun 3, 2016
Name: James D. Crammond
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Gregory L. Geist
Director

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the U.S. Geological Survey for Tualatin River Monitoring

Purpose/Outcomes	<i>This annual funding agreement between SWMACC and the USGS supports the operation and maintenance of a continuous river flow monitoring gage on the Tualatin River.</i>
Dollar Amount and Fiscal Impact	<i>\$5,145 of SWMACC funds are required from the District's approved 2015-2016 budget.</i>
Funding Source	<i>SWMACC Operating Fund. No General Funds are impacted.</i>
Duration	<i>October 1, 2015 to September 30, 2016</i>
Previous Board Action/Review	<i>Previous Joint Funding Agreements have been signed by the Board authorizing the use of SWMACC funds since October 1, 1999.</i>
Strategic Plan Alignment	<i>This action aligns with strategic plans: 1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures. 2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</i>
Contact Person	<i>Ron Wierenga, Surface Water Manager, x4581, rwierenga@clackamas.us</i>
Contract No.	<i>N/A</i>

BACKGROUND:

A coordinated water resources monitoring project (Project) in the Tualatin River watershed has been underway since October 1999. In one element of this Project, Clean Water Services (CWS) of Washington County, the Cities of West Linn and Lake Oswego, and the SWMACC partner with the USGS to fund the operation and maintenance of a continuous Tualatin River flow measuring station in the SWMACC. The operation of this station is the only element of the Project that SWMACC funds are allocated to. The other elements of the Project, such as the operation of a continuous water quality monitoring station in the SWMACC, are funded by CWS and the USGS. The benefits of the overall Project include:

- Compliance with Tualatin River Total Maximum Daily Load Implementation Plan strategy to monitor the Tualatin River.
- High quality flow data, which can be used to: I) revise FEMA floodplain maps, and II) calculate the river's pollutant mass loads (ie. pounds of phosphorus/day) when combined with water quality data.
- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Surface Water Management Agency of Clackamas County, approve the Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the U.S. Geological Survey for Tualatin River Monitoring.

Respectfully submitted,

Greg Geist, Director
Water Environment Services



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oregon Water Science Center
2130 SW 5th Avenue
Portland, OR 97201

June 3, 2016

Ron Wierenga
Surface Water Manager, Clackamas County Water Environment Services
Clackamas County Water Environmental Services
150 Beaver Creek Road
Oregon City, Oregon 97045

Dear Ron Wierenga,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Oregon Water Science Center Water Resources Investigations, during the period October 1, 2015 through September 30, 2016 in the amount of \$5,145 cash from your agency. U.S. Geological Survey contributions for this agreement are \$3,432 for a combined total of \$8,577. Please sign and return one fully-executed original to Andrew Kerslake at the address above. The remaining portion will be provided by local agencies and Federal matching funds as follows:

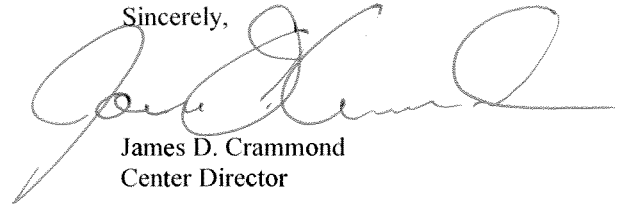
Agency	Agency's Share	Federal Matching Funds	Total Station Support
Clean Water Services	3,715	2,470	6,185
Water Environment Services, Clackamas County	5,145	3,432	8,577
Engineering Department, City of West Linn	1,560	1,038	2,598
City of Lake Oswego, Oregon	1,560	1,030	2,590
Total	\$11,980	\$7,970	\$19,950

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2016**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Keith Overton by phone number (503) 251-3246 or email koverton@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at phone number (503) 251-3253 or email at kerslake@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Crammond". The signature is fluid and cursive, with a large initial "J" and "C".

James D. Crammond
Center Director

Enc.: 16WNOR000180101

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WNOR000180101
Customer#: 6000001801
Project #: YF00D7U
TIN #: 93-6002286
USGS DUNS #: 137883463

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Clackamas County Water Environmental Services party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$3,432 by the party of the first part during the period
October 1, 2015 to September 30, 2016
- (b) \$5,145 by the party of the second part during the period
October 1, 2015 to September 30, 2016
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WNOR000180101
Customer#: 6000001801
Project #: YF00D7U
TIN #: 93-6002286
USGS DUNS #: 137883463

USGS Technical Point of Contact

Name: Keith Overton
Supv. Hydrologist Data Chief
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3246
Fax: (503) 251-3470
Email: koverton@usgs.gov

Customer Technical Point of Contact

Name: Ron Wierenga
Surface Water Manager, Clackamas
County Water Environment Services
Address: 150 Beaver Creek Road
Oregon City, Oregon 97045
Telephone: (503) 742-4581
Fax:
Email: rwierenga@co.clackamas.or.us

USGS Billing Point of Contact

Name: Andrew Kerslake
Financial Specialist
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3253
Fax:
Email: kerslake@usgs.gov

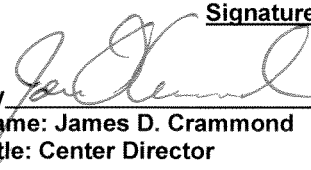
Customer Billing Point of Contact

Name: Ron Wierenga
Surface Water Manager, Clackamas
County Water Environment Services
Address: 150 Beaver Creek Road
Oregon City, Oregon 97045
Telephone: (503) 742-4581
Fax:
Email: rwierenga@co.clackamas.or.us

U.S. Geological Survey
United States
Department of Interior

Clackamas County Water Environmental Services

Signature

By  Date: Jun 2, 2016
Name: James D. Crammond
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Gregory L. Geist
Director

June 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between the Clackamas County Service District No. 1
and the U.S. Geological Survey for Creek Flow Monitoring

Purpose/Outcomes	<i>This annual funding agreement between CCSD#1 and the USGS supports the operation and maintenance of two flow monitoring gages on Rock and Kellogg Creeks.</i>
Dollar Amount and Fiscal Impact	<i>\$11,900 of CCSD#1 funds are required from the District's approved 2015-2016 budget.</i>
Funding Source	<i>CCSD#1 Operating Fund. No General Funds are impacted.</i>
Duration	<i>October 1, 2015 to September 30, 2016</i>
Previous Board Action/Review	<i>Previous Joint Funding Agreements have been signed by the Board authorizing the use of CCSD#1 funds since October 1, 1999.</i>
Strategic Plan Alignment	<i>This action aligns with strategic plans: 1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures. 2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</i>
Contact Person	<i>Ron Wierenga, Surface Water Manager, x4581, rwierenga@clackamas.us</i>
Contract No.	<i>N/A</i>

BACKGROUND:

Through a joint funding agreement the U.S. Geological Survey maintains flow monitoring stations on Kellogg and Rock Creeks in CCSD#1. This work entails routinely making stream flow measurements, taking water level readings, and maintaining measuring devices installed in the creeks. The data is analyzed by the USGS and used to create rating tables that can relate instantaneous water level readings with associated stream flow amounts. WES staff use these flow tables for routine water quality monitoring to fulfill state and federal non-point source pollution requirements, and also to measure stream health. This agreement allows for the acquisition of accurate water flow-rate data which:

- Supports measuring progress being made towards reducing stormwater discharge volumes and other elements of the Watershed Protection program.
- Is combined with the water quality data from the sites to measure stream health. This data will also be submitted to Oregon's Department of Environmental Quality on an annual basis.

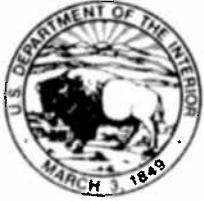
This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Clackamas County Service District No. 1, approve the Joint Funding Agreement between the Clackamas County Service District No. 1 and the U.S. Geological Survey for creek flow monitoring.

Respectfully submitted,

Greg Geist, Director
Water Environment Services



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oregon Water Science Center
2130 SW 5th Avenue
Portland, OR 97201

June 3, 2016

Ron Wierenga
Surface Water Manager, Clackamas County Water Environment Services
Clackamas County Water Environmental Services
150 Beaver Creek Road
Oregon City, Oregon 97045

Dear Ron Wierenga,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Oregon Water Science Center Water Resources Investigations, during the period October 1, 2015 through September 30, 2016 in the amount of \$11,900 cash from your agency. Please sign and return one fully-executed original to Andrew Kerslake at the address above.

This concerns our continuing cooperative data collection program which provides for the operation of two crest-stage gages in Clackamas County:

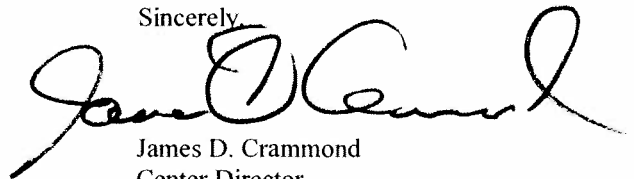
- 14210830 Rock Creek at Sunnyside Road near Damascus, OR
- 14211330 Kellogg Creek above Mt Scott Creek near Milwaukie, OR

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2016**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Keith Overton by phone number (503) 251-3246 or email koverton@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at phone number (503) 251-3253 or email at kerslake@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,



James D. Crammond
Center Director

Enc.: 16WNOR000180100

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WNOR000180100
Customer#: 6000001801
Project #: YF00D7U
TIN #: 93-6002286
USGS DUNS #: 137883463

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Clackamas County Water Environmental Services party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
October 1, 2015 to September 30, 2016
- (b) \$11,900 by the party of the second part during the period
October 1, 2015 to September 30, 2016
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WNOR000180100
Customer#: 6000001801
Project #: YF00D7U
TIN #: 93-6002286
USGS DUNS #: 137883463

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U.S. Geological Survey
United States
Department of Interior

Clackamas County Water Environmental Services

Signature

By  Date: Jun 3, 2016
Name: James D. Crammond
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: