

AGENDA

Thursday February 1, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-12

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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.)*

II. 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 Subrecipient Agreement Amendment #1 with the Friends of the Canby Adult Center to provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of Intergovernmental Agreement #156293 with the State of Oregon, Department of Human Services (DHS), for the operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training- *Community Solutions*
3. Approval of an Agency Service Contract with Oregon Child Development Coalition for Preschool Promise Services- *Children, Youth & Families*
4. Approval of Amendment #1 of the Revenue Agreement with Oregon Health & Science University (OHSU) for the CaCoon Program- *Public Health*
5. Approval for a Revenue Agreement with CareOregon for the Integrated Behavioral Health Program – Per Member Per Month (PMPM) Incentive Program - *Health Centers*

B. Technology Services

1. Approval of Purchase with CDW-G through the State of Oregon Cooperative Contract for VMWare Software Enterprise License Agreement

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of 2017-2019 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant – *District Attorney*

D. Disaster Management

1. Approval of FY18 State Homeland Security Grant Program Application to the State of Oregon for Four Projects

E. Business & Community Services

1. Approval of a Memorandum of Understanding between Hoodland Women's Club and Business and Community Services (County Parks)

III. COUNTY ADMINISTRATOR UPDATE

IV. COMMISSIONERS COMMUNICATION

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

February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Agreement Amendment #1 with the Friends of the Canby Adult Center to provide Social Services for Clackamas County Residents

Purpose/Outcomes	Amendment No. 1 to the Subrecipient Agreement with the Friends of the Canby Adult Center to provide social services to Clackamas County residents age 60 and over. These services enable residents to remain engaged in their community
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$18420 for a revised contract maximum of \$165,203. The contract is funded through the Social Services Division Program agreement with the Oregon Department of Human Services.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through Special Transportation Formula (STF) funds, and Low Income Home Energy Assistance (LIHEAP) funds- no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2018
Previous Board Action	071317-A15
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.	8347 / 18-003

Background

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-003, Amendment #1 with the Friends of the Canby Adult Center. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, adds additional funding for Ride Connection transportation services and LIHEAP application assistance.

This amendment increases the agreement amount by \$18420; for an amended agreement maximum of \$165,203. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2017 and continues through June 30, 2018.

Recommendation

We recommend the approval of this agreement 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

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8347 SubRecipient #: 18-003 Board Agenda #: _____

Division: Social Services Amendment Number: 1

Contractor Canby Adult Center, The Friends of

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that redistributes OAA nutrition program funding, State and Federal OAA funds for approved evidence-based Physical Activity/Falls Prevention programming, adds Ride Connection funding for transportation services and adjusts LIHEAP funding for application assistance. This results in an increase to the contract budget of \$18,420.

This Amendment #1, when signed by the The Friends of the Canby Adult Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the Contractor and County desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows

I. AMEND: AGREEMENT

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$146,783**. This is a cost reimbursement agreement 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 **\$116,416** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053)

The Friends of the Canby Adult Center

Subrecipient Grant Agreement #18-003, Amendment #1

issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,486.50** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$21,594** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,124** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, and **\$163** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$165,203**. This is a cost reimbursement agreement 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 **\$129,225** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$23,903** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$9,450** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

II. AMEND: Exhibit 6 – Budget and Units of Services- Unit Cost Schedule

Amend:

CANBY ADULT CENTER
Fiscal Year 2017-18

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Ride Conn STF Funds	TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rate
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.043		93.053	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(16)	(17)
Case Management	\$2,480				\$276								107.25 hrs	\$2,756	\$23.12/hr
Reassurance	\$1,810				\$201								87	\$2,011	\$20.86
Info. & Assistance	\$2,262				\$252								167	\$2,514	\$13.58
Public Outreach	\$350				\$39								7	\$389	\$50.00
Transportation - OAA	\$5,315				\$591							\$842	1,684	\$6,748	\$3.16
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$1,426	\$0		\$4,124						74 Classes	\$5,550	\$75.00
Trans - Ride Con. Out of Dist					\$0			\$17,124				\$1,070	2,141	\$18,194	\$8.00
Non Medical T19 Transportation					\$0				1,320	3,150			319	\$4,470	\$14.00
Ride Connection Vehicle Maintenance					\$256.75			\$4,486.50					N/A	\$4,743	N/A
OAA Meal Site Management		\$15,350	\$25,475		\$4,540								35,500	\$45,365	\$1.15
Food Service - OAA & NSIP		\$14,616	\$24,256		\$4,323	\$23,075						\$34,080	35,500	\$100,350	\$1.06
LIEAP Intakes					\$0						\$163		25	\$163	\$6.50
TOTALS	\$12,217	\$29,966	\$49,731	\$1,426	\$10,478	\$23,075	\$4,124	\$21,611	\$1,320	\$3,150	\$163	\$35,992		\$193,252	

Source of OAA Match - Staff time

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

Contracted Amount: \$146,783

Federal Award Totals 120,902

The Friends of the Canby Adult Center
 Subrecipient Grant Agreement #18-003, Amendment #1

TO READ: Exhibit 6 – Budget and Units of Services – Unit Cost Schedule

To Read:

CANBY ADULT CENTER
 Fiscal Year 2017-18

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Ride Conn STF Funds	TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rate
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.043		93.053	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(16)	(17)
Case Management	\$2,480				\$276								107.25 hrs	\$2,756	\$23.12/hr
Reassurance	\$1,810				\$201								87	\$2,011	\$20.86
Info. & Assistance	\$2,262				\$252								167	\$2,514	\$13.58
Public Outreach	\$350				\$39								7	\$389	\$50.00
Transportation - OAA	\$5,315				\$591							\$842	1,684	\$6,748	\$3.16
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$5,550	\$0		\$9,450						200 Classes	\$15,000	\$75.00
Trans - Ride Con. Out of Dist					\$0			\$21,873				\$1,367	2,734	\$23,240	\$8.00
Non Medical T19 Transportation					\$0				617	1,413			145	\$2,030	\$14.00
Ride Connection Vehicle Maintenance					\$256.75			\$2,000.00					N/A	\$2,257	N/A
OAA Meal Site Management		\$15,319	\$28,956		\$4,923								38,500	\$49,198	\$1.15
Food Service - OAA & NSIP		\$14,586	\$27,571		\$4,688	\$25,025						\$36,960	38,500	\$108,830	\$1.03
LIEAP Intakes					\$0						\$625		96	\$625	\$25.00
TOTALS	\$12,217	\$29,906	\$56,527	\$5,550	\$11,227	\$25,025	\$9,450	\$23,873	\$617	\$1,413	\$625	\$39,169		\$215,598	

Source of OAA Match - Staff time

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

Contracted Amount: \$165,203

Federal Award Totals 131,225

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

The Friends of the Canby Adult Center	CLACKAMAS COUNTY
By: _____ Kathy Robinson, Center Director	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____	Signing on Behalf of the Board:
Date	_____
	Richard Swift, Director Health, Housing & Human Services Dept

	Date

February 1st, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #156293 with the
State of Oregon, Department of Human Services (DHS), for the operation
of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training

Purpose/Outcomes	To administer the Supplemental Nutrition Assistance Program (SNAP) outreach and reengagement services to Food Stamp participants.
Dollar Amount and Fiscal Impact	This intergovernmental agreement provides \$103,461 in revenue.
Funding Source	State of Oregon DHS. No County General Funds are involved.
Duration	Effective October 1, 2017 and terminates on September 30, 2020. Funding listed is for one year and is renewable for two additional years.
Previous Board Action	No previous board action.
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Contact Person	Jennifer Harvey, Employment & Training Svcs Manager - 503-655-8843
Contract No.	H3S / CSCC 8652

BACKGROUND:

Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department, requests the approval of the Intergovernmental Agreement with the State of Oregon, Department of Human Services to serve Able Bodied Adults Without Dependents (ABAWD) participants of the Supplemental Nutrition Assistance Program (SNAP). CSCC staff will provide outreach services to ABAWD participants who have stopped participating in the SNAP program to assist them in reengaging in SNAP activities. This is a pilot program being administered by the State of Oregon DHS Clackamas branches.

This agreement was not received from the State of Oregon until January 3rd, 2018, which is why it is being submitted at this time. This contract has been reviewed by County Counsel on January 17th, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 8652	Division: CS	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Vandecoevering, Scott	<input checked="" type="checkbox"/> Revenue
	Program Contact: Cook, Rod	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, February 01, 2018

CONTRACT WITH: State of Oregon DHS SNAP

CONTRACT AMOUNT: \$103,461.00

TYPE OF CONTRACT

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

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 9/30/2020	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

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

BOILER PLATE CHANGE

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

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

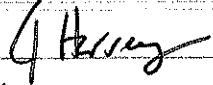
If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by Chris Storey Date Approved: Thursday, January 18, 2018

OR

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

SIGNATURE OF DIVISION REPRESENTATIVE:  _____
Date: 1/22/2018

H3S Admin Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services
Community Solutions**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon DHS SNAP

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 2/1/2018

PURPOSE OF

CONTRACT/AGREEMENT: Revenue agreement with State of Oregon DHS to provide outreach and reengagement services to ABAWD participants

H3S CONTRACT NUMBER: 8652

Agreement Number 156293



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
By and through its Community Solutions for Clackamas County
112 11th Street
Oregon City OR 97045
Attn: Scott Vandecoevering and Maureen Thompson
503-655-8844
scottvan@co.clackamas.us

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

Self Sufficiency
OSSP / SNAP
500 Summer Street NE, E48
Salem OR 97301
Attn: Belit Burke
503-947-5389
Belit.burke@state.or.us

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on October 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on September 30, 2020. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$103,461.00
- b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a subrecipient County is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 10.561

5. **County Data and Certification.**

- a. **County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Rd.

City, state, zip code: Oregon City, OR 97045

Email address: Scottvan@clackamas.us

Telephone: (503) 655-88 Facsimile: (503) 655-8841

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-insured

Policy #: N/A Expiration Date: N/A

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may

enforce the liabilities and penalties provided by the Oregon False Claims Act against the County.

(3) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;

(4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

(6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;

(7) County is not subject to backup withholding because:

- (a) County is exempt from backup withholding;
- (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (c) The IRS has notified County that County is no longer subject to backup withholding; and

(8) County Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Clackamas County by and through its Community Solutions for Clackamas County
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon, acting by and through its Department of Human Services
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)	
_____	_____
Department of Justice	Date

EXHIBIT A

Part 1 Statement of Work

Contractor shall deliver the services, as described in this Contract, to assist Supplemental Nutrition Assistance Program (SNAP) Participants to obtain the training, work experience, employment placement and support services required to become employed. Contractor shall deliver the services in accordance with Title 7, Part 273.7 (Work Provisions) of the Code of Federal Regulations as well as the provisions set forth below.

1. The Department of Human Services (DHS) shall determine the following:

Identify which SNAP participants are Able Bodied Adults Without Dependents (ABAWD). The authority to determine eligibility resides exclusively with DHS.

2. The Contractor shall be responsible for the following:

- Contractor shall deliver the services specified in this Statement of Work. In order to be eligible to receive Contract Services, the person must be a SNAP recipient and not in receipt of Temporary Assistance for Needy Families (TANF) benefits.
- Contractor shall verify SNAP participant is not in receipt of TANF benefits by accessing the iMatchSkills tool. The iMatchSkills database will be used to collect participant information which may include SNAP eligibility, services received, or plans developed.
- In addition, the person must not be enrolled in an in-patient drug or alcohol treatment facility.
- Contractor shall provide the service components to ABAWD (subject to SNAP time limits) and volunteer non-ABAWD participants who are age 16 or older.
- Documenting and entering timely and accurate program and participant information in the iMatchSkills database, such as the services provided, progress, and actual attendance.
- Conducting individual assessments and create case plans.
- Contacting participants through telephone, voicemail, written notes or other electronic means.

3. **Education & Training (E&T) Services and Activity Components**

Contractor and DHS will collaborate to determine an agreed upon process for referring participants to E&T services. Contractor shall provide the following services to SNAP eligible participants:

- a. E&T Assessment

The Contractor shall conduct an assessment for E&T services for each participant. The E&T assessment shall be conducted in person to evaluate the participant's employability factors.

b. E&T Case Plan

- 1) Contractor shall use an agreed upon form for E&T case plan for each E&T participant.
- 2) Contractor shall provide information to the participant regarding appropriate E&T services and activities. Contractor shall also provide referrals when available.
- 3) Contractor shall enroll each E&T participant in an E&T component(s) pursuant to the participant's case plan.
- 4) Each active E&T case plan shall be signed and dated by the Contractor. The components of the active E&T case plan shall include the following information:
 - a) The E&T component(s) in which the participant engages in.
 - b) The E&T support services the participant receives.
 - c) The projected duration of the E&T services and activities.
 - d) The expectations of the E&T participant for attendance, compliance and cooperation with DHS and Contractor rules.
 - e) Contact information, including instructions on how and in what time frame to notify the Contractor, if participant cannot participate according to the plan.

c. E&T Components

Contractor shall only provide services for E&T participants with a case plan. E&T services shall be provided through specific, allowable components, limited to those described below:

- 1) Job Search Component: Clients who are work ready (as determined by assessment), recently unemployed, or prefer job search to other components will be referred to this component.
- 2) Job Search Training Component: A component that strives to enhance the job search skills of participants by providing instruction in job seeking techniques and increasing motivation and self-confidence. The component may consist of

job skills assessments, job finding clubs, job placement services, or other direct training or support activities.

- 3) Other Employment-Related Activities: These services are designed to provide the E&T participant additional assistance in becoming more employable. Contractor shall provide the following services:
 - a) Adult Basic Education (ABE), General Equivalency Diploma (GED) or basic skills enhancement or remediation: Programs that offer academic instruction and education services below the postsecondary level that increase an individual's ability to read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; transition to postsecondary education and training; and obtain employment.
 - b) English as a Second Language (ESL): A component designed to help English language learners achieve competence in reading, writing, speaking, and comprehension of the English language.
 - c) Work Experience (Supported Work): A work component designed to improve the employability of participants through actual work experience and/or training. Work experience assignments may not replace the employment of a regularly employed individual, and they must provide the same benefits and working conditions provided to regularly employed individuals performing comparable work for comparable hours. It is permissible to place E&T participants in work experience positions with private sector entities.
 - d) Short-term Vocational Training: Organized activities at the post-secondary level that provide individuals with the academic and technical knowledge and skills necessary to prepare for further education and for careers in current or emerging employment sectors. Programs are primarily designed for those who are beyond the age of compulsory high school attendance.
 - e) Job Retention: Job retention services will be offered for up to 90 days to E&T participants who gain employment after participating in another E&T component.
- 4) E&T Support Services
 - a) E&T support services are provided to enable participants to cooperate with their case plan and attain the goals contained therein. E&T support services shall be provided to defray participant expenditures for transportation, work tools, uniforms, and other costs related directly to a service component as stipulated by the participant's case plan. E&T

support service payments for basic living expenses such as rent, utilities, and food are not allowed under E&T program rules. In addition, E&T support service payments for stipends and wages are not allowed under E&T program rules.

- b) A list of support service payments shall accompany the quarterly Contractor invoice in accordance with “Quarterly E&T Billing Report”, of this Contract.

4. Civil Rights Training

Civil Rights Training is required so that people involved in all levels of administration of programs that receive federal financial assistance understand civil rights related laws, regulations, procedures, and directives. The federal Food and Nutritional Services (FNS) and Contractor will require DHS administered Civil Rights training on an annual basis for individuals that work with the SNAP program or recipients of SNAP benefits. Contractor will be required to track the name of the staff person taking the training, the date the training is completed and will retain these training records for a period of three years.

5. Privacy and Confidentiality Training for iMatchSkills

Privacy and confidentiality training is required for Contractor to access the iMatchSkills tool. iMatchSkills is a mandatory component to the E&T program to verify SNAP eligibility and to track participant’s components and outcomes.

6. Performance Reporting

- a. Contractor shall record, track, and compile data monthly on participant’s engagement in STEP and on Contractor progress in attaining the Contract performance measures, as described in Section 7, “Contract Performance Measures”, of this Statement of Work. Contractor shall report this information to DHS on a quarterly basis using the provided E&T Performance & Outcomes Report.
- b. Contractor shall record, track and report support service expenditures to DHS on a quarterly basis. The report will include the amount of support service dollars already expended and the anticipated amount needed for the balance of the Contract period.
- c. Contractor shall record, track and report the number of job placements E&T Performance & Outcome Report.
- d. Contractor may provide additional performance related information which illustrates E&T program success.
- e. Invoices and Performance & Outcomes Reports will be due no later than the 30th day of the following month.

7. Contract Performance Measure

a. Target Number

In the performance of the work required under this contract, Contractor shall strive to attain the targeted number of E&T participants served, in accordance with the approved criteria.

For the period October 1, 2017 through September 30, 2018

Number of E&T participants Served - Target 500

b. Numbers Served Criteria

1) Participants served reflect the number of E&T participants who, during the FFY period of October 1, 2017 through September 30, 2018, meet at least one of the criteria listed below:

- a) Participate in an assessment.
- b) Develop a case plan with Contractor staff.
- c) Update a case plan for new or additional E&T components with Contractor staff.
- d) Participate at least one hour in a program component.
- e) Receive support service payments for participation in a program component.

2) DHS participant engagement may be recounted during this time period if the participant engaged in:

- a) Multiple E&T activities, or
- b) Multiple months

8. E&T Program Review

Contractor shall, upon request by DHS, participate in ongoing E&T program review in the E&T program:

- a. An account of Contractor progress in achieving the Contract performance measures, as described in Section 7, "Contract Performance Measures", of this Statement of Work; and
- b. Technical assistance in the DHS effort to increase the rate of employment, household income, family stability and self-sufficiency of E&T participants.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

a. Contractor shall not submit payment requests for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3. **“Consideration”** of this Contract. Payments for Services shall not exceed the amount assigned to the Budget Categories and time periods specified below.

For the period October 1, 2017 through September 30, 2018:

Budget Category	Amount
Employment & Training Service Delivery	\$78,461.00
<u>Support Services</u>	<u>\$25,000.00</u>
Total Budget	\$103,461.00

b. Budgets are approved on an annual Federal Fiscal Year (FFY) basis. Although the parties anticipate federal approval for subsequent FFYs, neither the amount nor required federal approval is guaranteed. The parties understand and agree that federal approval may not be granted in sufficient time to authorize Services beginning October 1 for a new FFY and therefore, agree to establish the following process:

- (1) Contracts and Contract amendments will be processed as soon as practicable after the parties have an agreed-upon budget for the next FFY. However, Contractor shall not be authorized to provide Services beginning October 1 of the next FFY, and shall not be entitled to payment for any such Services except as set forth in this subsection.
- (2) If federal approval for the next FFY has not been received by DHS prior to October 1, but DHS has reasonable assurance that federal approval is forthcoming, the DHS Contract Administrator will issue a Limited Notice to Proceed to Contractor. This Limited Notice to Proceed will authorize Contractor to provide Services for up to 31 days at the rate established for the new FFY. DHS may issue additional Limited Notices to Proceed as necessary in DHS’ sole discretion until federal approval has been received, or if federal approval is not forthcoming, DHS may issue a Stop Work Order and Notice of Termination as set forth in Exhibit B.
- (3) Upon federal approval for the next FFY, the DHS Contract Administrator will issue a Notice to Proceed to Contractor. This Notice to Proceed will authorize the Contractor to provide Services beginning October 1, or at such later date as

specified in the Notice to Proceed, for the duration of the FFY, unless some other action is taken by DHS to stop work or terminate the Contract sooner as specified in this Contract. A Notice to Proceed that is issued during the time a Limited Notice to Proceed is in effect will supersede the Limited Notice to Proceed.

c. Contractor's claims to DHS for overdue payments on invoices are subject to ORS 293.462

2. Invoices.

a. Contractor shall submit its Quarterly E&T Billing Report, using the form prescribed by DHS, and shall provide detailed, accurate and timely information summarizing Contractor Services provided to DHS Participants during the quarter for which Contractor is submitting the Billing Report.

b. Contractor shall also submit its Quarterly E&T Performance & Outcomes Report, using the form prescribed by DHS.

c. A list of support service payments will be attached to Contractor's Quarterly E&T Billing Report, supporting the actual cost reimbursement information for the support service section of the Billing Report. The list will include the Participant name, type of payment, and amount. Drug or alcohol treatment, counseling, health and medical services, and mental health services are not allowable support services or billable costs in any way under this Contract.

d. All reports (Quarterly E&T Billing Report, Quarterly E&T Performance & Outcomes Report and support service payments) shall be submitted within 30 calendar days after the end of the Service quarter. Any final year-end financial reconciliations for billing for contract year will be due within 15 calendar days following the final invoice and outcomes report due 30 days from end of contract period. Contractor's Quarterly E&T Billing Reports and Quarterly E&T Performance & Outcomes Reports, are due by the following dates:

(1) First Quarter (October, November, December) – January 31

(2) Second Quarter (January, February, March) – April 30

(3) Third Quarter (April, May, June) – July 31

(4) Fourth Quarter (July, August, September) – October 31st

(5) Year End Reconciliation for billing – November 15th

e. All reports (Quarterly E&T Billing Report, Quarterly E&T Performance & Outcomes Report and support service payments) must be submitted before payment is issued to Contractor.

3. DHS and Contractor Contacts.

a. Contractor shall submit quarterly reports to:

Self-Sufficiency Employment & Training, SNAP Unit
Department of Human Services
500 Summer Street NE, E48
Salem, Oregon 97301-1066
Phone: (503) 947-2682
Fax: (503) 373-7032
Email: SNAP.Employment&Training@state.or.us

b. Contractor shall submit any DHS district requested reports, and a copy of the quarterly reports, to the DHS employee assigned to monitor Contract compliance and act as the local district contact on matters concerning this Contract:

Jessica Amaya
Department of Human Services – District 15
315 S Beavercreek Rd
Oregon City, OR 97045
Phone: 971.673.7276
Fax: 971.673.7301
Email: jessica.amaya@state.or.us

c. Contractor's employee responsible for monitoring the performance of the Work under this Contract shall be:

Scott Vandecoevering
Community Solutions of Clackamas County
112 11th Street
Oregon City, OR 97045
Phone: 503-655.8844
Fax: 503.655.8844
Email: scottvan@co.clackamas.us

d. The DHS employee assigned to monitor Contract compliance, authorize payment, and act as DHS' Contract Administrator on matters concerning this Contract shall be:

Belit Burke, or delegate
Department of Human Services
Self-Sufficiency, Supplemental Nutrition Assistance Program (SNAP)
Food Stamp Employment and Training Program (OFSET)
500 Summer Street NE, E-48
Salem, Oregon 97301-1066
Phone: (503) 947-5389
Fax: (503) 373-7032
Email: belit.burke@state.or.us

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County 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, his or her guardian, or the responsible parent when the client is a minor child, or 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.
- b. 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.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS’ Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;

- (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.
4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County 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 County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or

performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if

County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).

c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- 10. DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.
- 11. Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement,

as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. **Entire Agreement.**

(1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit,

controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's

performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **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 County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

COUNTY: (see page one)

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The

County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under the Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Local Government.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental

Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement 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. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County 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 County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County 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, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County'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 County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or

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

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid 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 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a

corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

February 1, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
Oregon Child Development Coalition for Preschool Promise Services

Purpose/Outcomes	OCDC will provide Preschool Promise services to 10 children ages 3-5 living at or below 200 percent of the Federal Poverty Level to improve educational outcomes
Dollar Amount and Fiscal Impact	\$230,486 No County General Funds are involved
Funding Source	Oregon Department of Education Early Learning Division
Duration	October 1, 2017 through September 30, 2019
Previous Board Action	n/a
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	8598

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Oregon Child Development Coalition for Preschool Promise programming. Preschool Promise promotes healthy child development and early learning to underserved families to improve educational outcomes for their preschool-aged children.

This Contract has a maximum value of \$230,486. No County General funds are involved and no match is required. It is effective upon signature for services starting October 1, 2017 and terminating September 30, 2019. It was reviewed and approved by County Counsel on December 27, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

AGENCY SERVICE CONTRACT

Contract # 8598

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Children, Youth & Families Division, hereinafter called "COUNTY," and Oregon Child Development Coalition, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

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

Provide 900 preschool classroom hours to a minimum of 10 children, ages 3-5, living at or below 200% of the Federal Poverty Level, using strength-based approaches and asset-based mindsets to facilitate and support statewide efforts to institutionalize equity. Service will be provided in Clackamas County as outlined in *Exhibit A-1: Statement of Program Objectives*, *Exhibit A-2: Monthly Program Report*, *Exhibit A-3: Monthly Demographic Report*, and *Exhibit A-4: Client Feedback Survey and Report*, attached hereto.

B. This agreement becomes effective upon signature by all parties for services starting October 1, 2017 and shall terminate September 30, 2019.

II. COMPENSATION AND RECORDS

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I: Scope of Services. AGENCY use of funds may not exceed the amount specified in *Exhibit B: Program Budget*, attached hereto. AGENCY may not transfer funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of this agreement.

Total maximum compensation under this contract shall not exceed **\$230,486** broken down by fiscal year as follows:

- FY 10/1/2017 – 6/30/2018 \$115,243
- FY 7/1/2018 – 9/30/2019 \$115,243

Payment shall be made on a cost reimbursement basis and disbursements will be made monthly in accordance with the requirements outlined in *Exhibit C: Financial Report and Request for Reimbursement*, attached hereto and incorporated herein.

B. Method of Payment. To receive payment, AGENCY shall submit monthly requests for reimbursement and required documentation as outlined in *Exhibit C: Financial Report and Request for Reimbursement*.

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

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

D. Access to Records. 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 AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in *Exhibit D: Special and Standard Terms and Conditions*, *Exhibit E: Preschool Promise Operating Guidelines*, and *Exhibit F: Preschool Promise Program Requirements*, attached hereto and incorporated herein. AGENCY 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 AGENCY'S warranty, in this contract that AGENCY 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:

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 AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
3. 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 AGENCY'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. Background Checks. Criminal Background checks are required for direct service staff funded through this contract.
- C. Mandatory Reporting. Mandatory reporting is required for direct service staff funded through this contract.
- D. Precedence. When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.
- E. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- F. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.
- G. Tax Laws. AGENCY 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 AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
 3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and

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

IV. GENERAL CONDITIONS

- A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, elected officials, commissioners, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents and employees, in performance of this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

- B. Insurance.

1. Commercial General Liability Insurance

- Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$3,000,000 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 Insurance

- Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$3,000,000.

3. Professional Liability Insurance

- Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$3,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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. Physical Abuse and Molestation Insurance Coverage. Abuse and molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, metal injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or

professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individual, and irrespective of the number of incidents or injuries or the time period or are over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

5. Excess/Umbrella Insurance. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
6. Workers' Compensation. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
7. Tail Coverage. If 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 AGENCY'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 its retroactive date is on or before the effective date of this contract.
8. Additional Insured Provisions. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, elected officials, and employees" as an additional insured, as well as the "State of Oregon, its officers, employees and agents", but only with respect to AGENCY's activities under this agreement.
9. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.
10. Insurance Carrier Rating. Coverages provided by AGENCY 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.
11. Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY 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 certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.
12. Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
13. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
14. Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this agreement.

- C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.
- D. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- E. 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
- G. 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.
- H. Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.
- I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
1. AGENCY shall:
 - a. make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - b. pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
 - c. not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
 - d. pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:
 - a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
 - b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

- c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- 4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
- 5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY 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.
- 6. Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126.
- J. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- K. Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- L. Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

V. TERMINATION

- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
 - 1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
 - 2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
 - 3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - 4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
 - 5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of five (5) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A-1: Statement of Program Objectives
- Exhibit A-2: Monthly Program Report
- Exhibit A-3: Monthly Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Financial Report and Reimbursement Request
- Exhibit D: Preschool Promise Operating Guidelines
- Exhibit E: Special and Standard Terms and Conditions
- Exhibit F: Preschool Promise Program Requirements

AGENCY

Oregon Child Development Coalition
9140 SE Pioneer Ct. Suite E
Wilsonville, OR 97070

By: 
Donalda Dodson, Executive Director

Date: 4/18/18

DUNS: _____

EIN: _____

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

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

Date: _____

February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 of the revenue agreement with
Oregon Health & Science University (OHSU) for the CaCoon Program

Purpose/Outcomes	Amendment #01 extends the Agreement through 09/30/2018 and adds year two funding. CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows Clackamas County Public Health Division (CCPHD) to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs.
Dollar Amount and Fiscal Impact	Amendment #1 increases the value by \$62,000. Bringing the Agreement maximum total to \$124,000.
Funding Source	Federal Pass through Grant funds from OHSU No County General Funds are involved
Duration	Effective October 1, 2017 and terminates on September 30, 2018
Previous Board Action	Previous Board actions on September 13, 2014 Agenda 111314-A2 and July 7, 2017 Agenda 072017-A2
Strategic Plan Alignment	1. Improved community safety and Health 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8378-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment 1 to the Revenue Agreement with OHSU. CCPHD receives grant funding from OHSU, Child Development and Rehabilitation Center for the continuation of the CaCoon program.

The revenue from this agreement allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services. Amendment #1 extends the term of the Agreement through September 30, 2018 and adds year two funding. Amendment #1 adds \$62,000. bringing the maximum Agreement total to \$124,000.

This Agreement is effective October 01, 2017 and continues through September 30, 2018. This Agreement has been reviewed by County Counsel on January 24, 2018. This Agreement is retro-active due to late receipt from OHSU.

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, and Human Services

Research Subaward Agreement Amendment Number 1

Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division Email Address: jweber2@co.clackamas.or.us Principal Investigator: Julie Aalbers	
Project Title: Maternal and Child Health Services Block Grant			
PTE Federal Award No. B04MC29358 (Via Subaward 143021)		Federal Awarding Agency: HRSA (via the Oregon Health Authority)	
Subaward Period of Performance: Start Date: 10/01/2016 End Date: 09/30/2018		Amount Funded This Action: \$62,000	Subaward No: 1010448_CLACKAMAS_LHD
Effective Date of Amendment: 10/01/2017	Total Amount of Federal Funds Obligated to Date: \$124,000	Subject to FFATA: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Automatic Carryover: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The PTE Principal Investigator is hereby updated from Brian Rogers to Benjamin Hoffman.

Attachment 3A is updated as follows:

Principal Investigator
 Name: Benjamin Hoffman
 Phone: 503.494.6513
 Email: hoffmanb@ohsu.edu

The Period of Performance is hereby extended through 09/30/2018.

The Current Budget Period is from 10/01/2017 through 09/30/2018.

Funds for the Current Budget Period are hereby awarded in the amount of \$62,000 per the Payment Schedule in Attachment 5.1.

The Statement of Work for the Current Budget Period is hereby incorporated as Attachment 5.1, Statement of Work.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE _____ Date: _____ Jen Michaud Subout Grants & Contracts Administrator	By an Authorized Official of Subrecipient _____ Date: _____ Name: Title:
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SUBAWARD 1010448_CLACKAMAS_LHD, Amendment 1
Attachment 5.1

**PAYMENT SCHEDULE FOR THE CURRENT BUDGET PERIOD
10/1/2017 through 09/30/2018:**

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$37,200.

Payment 2) Upon satisfactory completion of the Statement of Work and acceptance of all deliverables for the Current Budget Period, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$24,800.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

COPY

Approval for a Revenue Agreement with CareOregon for the
Integrated Behavioral Health Program -
Per Member Per Month (PMPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Behavioral Health Clinics
Duration	Effective January 1, 2018 and terminates on December 31, 2018
Previous Board Action	There has been no previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8645

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Integrated Behavioral Health Program Per Member Per Month (PMPM) Incentive Program.

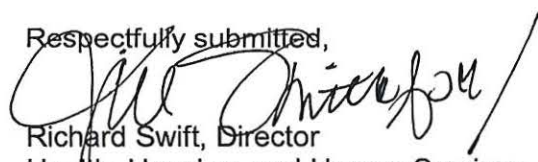
CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Behavioral Health Integrated Letter of Agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beavercreek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement. This contract has been reviewed by County Counsel on January 16, 2018.

This contract is effective January 1, 2018 and continues through December 31, 2018.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing, and Human Services

Healthy Families. Strong Communities.

CareOregon, Inc.
Behavioral Health Integration
Letter of Agreement

#8645

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) effective on January 1, 2018 and expiring on December 31, 2018.

Project: Behavioral Health Integration
Provider Contact: James Wilson
E-mail: jwilson2@co.clackamas.or.us

CareOregon Agreement Number: 18- 0101H
CareOregon Project Number: 153054
CareOregon Contact: Scott Strong
E-mail: strongsc@careoregon.org

II. Project Description:

CareOregon would like to support the ongoing work of primary care clinics to deliver the kind of outcomes-based care that the PCPCH model promotes. CareOregon wants to recognize the work that is put into building and sustaining an Integrated Behavioral Health program by providing sustainability for working towards improvement in patient's behavioral health outcomes. Participating practices will be required to measure and track quality improvement metrics for their behavioral health program for all patients in the Providers clinic.

III. Project Objectives:

The Behavioral Health Integration outcomes for the project are:

- A. Provider will work towards improving on targets on select Target Population Quality Metrics, as defined in Exhibit A, Payment and Quality Metrics.
- B. Provider will submit two (2) progress reports on Population Reach and Target Population Quality Metrics selected in Exhibit A to CareOregon.
- C. Provider will be available to participate in technical assistance and community collaborative learning regarding behavioral health integration efforts to be determined by CareOregon.

IV. Conditions of Payment:

- A. CareOregon will pay Provider a per member per month (PMPM), as defined in Exhibit A, Payment and Quality Metrics.
- B. PMPM payment will be based on CareOregon assigned member on the fifth (5th) of the month.
- C. CareOregon will initiate the PMPM payment upon Providers Agreement being fully executed according to the following time lines:
 1. If Provider's Agreements is executed between the 1st and the 20th day of the month, PMPM will start the following month.
 2. If Provider's Agreement is executed between the 20th and the last day of the month, PMPM will start in to 2 (two) months.
 3. CareOregon will not pay Provider a retro-active PMPM.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

V. Terms:

- A. Provider agrees to maintain a minimum of a 0.5 Full Time Employee (FTE) licensed Behavioral Health Clinician (BHC) at each Provider location, as defined by ORS 414.025. The BHC will practice within the scope of their respective license.
- B. Provider agrees that Mental Health, Substance Use Disorder, and Developmental Screening of patients is established with documentation for on-site local referral resources and processes.
- C. Provider is recognized by the State of Oregon as a Primary Care Patient Centered Home.
- D. Provider will submit two (2) progress reports on Quality Metrics selected, as defined in Exhibit A to CareOregon.
- E. Provider agrees that progress reports Quality Metrics will be documented monthly and submitted to CareOregon by the deadline of 30 days after the end of the six (6) month reporting period: to be eligible to continue the PMPM payment.
 - a. Progress reports are due:
 - i. July 31, 2018 for reporting period January 1, 2018 to June 30, 2018.
 - ii. January 31, 2019 for reporting period July 1, 2018 to December 31, 2018.
- F. If Provider does not submit progress report by the deadline, Provider will not be eligible to continue the PMPM payment for the remainder of this Agreement and no retroactive payment will be disbursed.
- G. If Provider is participating at Tier 1 and after evaluation of progress report, Provider does not meet Tier 1 criteria, as defined in Exhibit B, Provider will not be eligible receive a PMPM effective October 2018 until the end of this Agreement.
- H. If Provider is participating at Tier 2 and after evaluation of progress report, Provider does not meet Tier 2 criteria, as defined in Exhibit B, Provider will be moved to Tier 1 reimbursement effective October 2018.
- I. Provider agree to submit all claims for services provided by the BHC to CareOregon.
- J. CareOregon may request a site visit to meet with Provider and review their Behavioral Health Integration program.
- D. Either party can terminate this Agreement with 30 days written notice.

VI. General Provisions:

- A. Should Providers participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Agreement Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or Agreement Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of this Agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be dispersed.

Agreed to on behalf of Clackamas County
Board of Commissioners,
signing on behalf by:

Agreed to on behalf of CareOregon, Inc.:

Signature

Name: Richard Swift

Title: Director - H3S

Date: _____

Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A Payment and Quality Metrics

The following Clackamas County Health Department participating clinics will report on:

- I. **Two (2) Population Reach Quality Metrics**
- II. **One (1) selected Quality Metric for a Target Population**

I. Quality Metric for Target Population:

Baseline data for January 2018 will be included in Providers first progress report to CareOregon

Clinic	Tier	PMPM	Target Population Quality Metric	Baseline	Target
Beavercreek Clinic	Tier 2	\$4.25	Depression	January 2018	Improve on Baseline
Gladstone Community Clinic	Tier 2	\$4.25	Depression	January 2018	Improve on Baseline
Sunnyside Health & Wellness Center	Tier 2	\$4.25	Depression	January 2018	Improve on Baseline

II. Population Reach Quality Metrics:

All participating clinics report on both the Population Reach: all patients and CareOregon members Metrics. Baseline data for January 2018 will be included in Providers first progress report to CareOregon. Progress reports will be documented monthly by provider site.

Metric	Reporting Requirements	
	Tracked monthly and reported to CareOregon at six months	
Population Reach (all patients)	Denominator	All unique patients seen ¹ in primary care in the previous rolling 12 months
	Numerator	All unique patients in the denominator seen ² by a BHC in the previous rolling 12 months
Population Reach (members)	Denominator	All unique CareOregon members seen in primary care in the previous rolling 12 months

¹ Any PCP or BHC appointment including but not limited to CPT/HCPCS 99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355, 99401, 99402, 99403, 99404, 99411, 99412, G0507, G0505, 96150, 96151, 96152, 96153, 96154, 99408, G0396, 99409 G0397, 99406, G0436, 99407, G0437, 96110, 96127, 90791, 90832, 90834, 90837, 98966, 98967, 98968.

² All billable services, paid and unpaid, including face-to-face and telehealth interventions both scheduled and same-day appointments. This also includes visits where the BHC assists in service delivery along with the medical provider resulting in increased medical complexity that is billed under the medical provider. This applies to both the population reach and sub-population reporting.

	Numerator	All unique CareOregon members in the denominator seen by a BHC in the previous rolling 12 months
--	-----------	--

III. Target Population Quality Metric Selection Reporting Specifications

All participating clinics select one:

Chronic Pain	Denominator	All patients seen in the reporting month with a diagnosis of chronic low back pain.
	Numerator	All patients in the denominator seen by a BHC within two weeks
Diabetes	Denominator	All patients with an HbA1c > 9 measured in the reporting month
	Numerator	All patients in the denominator seen by a BHC within 2 weeks following HbA1c measurement
Depression	Denominator	All patients with a PHQ-9 > 9 measured in the reporting month
	Numerator	All patients in the denominator seen by a BHC within 2 weeks following PHQ measurement
Tobacco	Denominator	All patients who reported "yes" for use in the reporting month
	Numerator	All patients in the denominator seen by a BHC within 2 weeks following positive screening
Alcohol & Drug Screening	Denominator	All patients screened positive in the reporting month
	Numerator	All patients in the denominator seen by a BHC within 2 weeks following positive screening
Emergency Department Utilization	Denominator	All patients who have had a visit to the Emergency Department in the reporting month
	Numerator	All patients in the denominator seen by a BHC within 2 weeks following an Emergency Department visit
Follow-up after ADHD Diagnosis	Denominator	All patients with current or new diagnosis for ADHD within the reporting month
	Numerator	All patients in the denominator that saw the BHC within 2 weeks

EXHIBIT B
Criteria for Tier 1 or 2 Level of Integration

Basic Requirements: (Tier 1 and Tier 2)	
<ol style="list-style-type: none"> 1. At least 0.5 FTE licensed behavioral health clinician (BHC) as defined by ORS 414.025 is on-site, located in the same shared physical space as medical providers 2. Mental Health, Substance Use Disorder, and Developmental Screening strategy is established with documentation for on-site local referral resources and processes 3. BHC(s) provide care at a ratio of 1 FTE BHC for every 6 FTE Primary Care Clinicians 	
Communication around shared patients: (Tier 1 and Tier 2)	
<ol style="list-style-type: none"> 1. Primary care clinicians, staff, and BHCs document clinically relevant patient information in the same medical record at the point of care 2. Care team and BHC routinely engage in face-to-face collaborative treatment planning and co-management of shared patients 	
BHC as an Integrated Part of the Primary Care Team: (Tier 1 and Tier 2)	
<ol style="list-style-type: none"> 1. Warm hand-offs/introductions between care team members and BHC 2. BHC is a regular part of practice activities (such as team meetings, provider meetings, quality improvement projects, case conferences, etc.) 3. Pre-visit planning activities such as scrubbing and/or huddling for behavioral health intervention opportunities 	
Population Reach:	
<p>Tier 1: Clinics must maintain a minimum population reach of 5% of CareOregon unique members following first 6 month reporting period (no requirements at time of application)</p>	<p>Tier 2: Prior to application approval, clinics must demonstrate and report a minimum population reach of 5% of CareOregon unique members. To remain at Tier 2, clinics must maintain a minimum population reach of 12% of CareOregon unique members following first 6 month reporting period</p>
Same-Day Access:	
<p>Tier 1: On average, <u>at least 25%</u> of BHC hours at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services)</p>	<p>Tier 2: On average, <u>at least 50%</u> of BHC hours at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services)</p>



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase with CDW-G through the State of Oregon Cooperative Contract
for VMWare Software Enterprise License Agreement

Purpose/Outcomes	Upgrade our existing Dell/VMWare vSphere to vRealize Suite Advanced. vRealize adds tools for automation, enhanced monitoring and analysis, cloud management, and costing to our existing virtualization platform, VMware vSphere.
Dollar Amount and Fiscal Impact	Initial payment of \$185,000.00 2 nd and 3 rd year payments of \$70,374.00 / yr The total purchase value is \$325,748.00
Funding Source	Existing budgets. Technology Services Capital Replacement Reserve
Duration	3 year contract, annual maintenance renewal as required
Previous Board Action	None
Strategic Plan Alignment	Directly supports County and Technology Service initiatives for: <ul style="list-style-type: none"> - Build a strong infrastructure - Build public trust through good government
Contact Person	Dave DeVore (503) 723-4996
Contract No.	

BACKGROUND:

Technology Services (TS) uses VMWare as the platform for the county's virtual server infrastructure. This infrastructure houses (nearly) all production, development, test, and utility servers across a series of physical server and storage systems in two datacenters. This environment is critical to County operation considering more than 90% of our servers are hosted by the virtual infrastructure. The current licensing level from VMWare provides solid functionality and performance but is lacking in the areas of monitoring, growth management, reporting, automation, and tenancy.

TS is seeking to upgrade the VMWare licensing level by adding the VMWare vRealize suite in order to add tools for automation, planning, cost analysis, monitoring and cloud integration. This added capability will allow TS to operate more like a commercial service provider for internal departments and (potentially) other agencies in an infrastructure-as-a-service model. The upgrade will also allow for a more pro-active approach to systems monitoring and quicker resolution of technical issues.

After consultation with VMWare, the most appropriate model for current and future growth is to upgrade our VMWare vSphere environment to VMWare vRealize.

TS requested three (3) quotes from three (3) authorized cooperative providers offering VMWare; CDW-G, SHI International, and Connection. CDW-G was selected as the lowest cost provider.

CDW-G is a State of Oregon Contract, Contract number 5603.

RECOMMENDATION:

Staff respectfully recommends approval of the purchase of the proposed VMWare Enterprise License Agreement from CDW-G. Staff further recommends that Board delegate authority to the Technology Services Director to sign agreements necessary in the ongoing performance of this agreement.

Sincerely,

David Cummings CIO
Clackamas County Technology Services

Placed on the _____ agenda by Procurement

DRAFT

Approval of Previous Business Meeting Minutes:
January 11, 2018

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, January 11, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas

ESCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call

Commissioner Schrader is out of the office and will not be in attendance today.

- Pledge of Allegiance

I. PRESENTATION (Following are items of interest to the citizens of the County)

1. Selection of the Board of County Commissioner's Vice Chair for 2018

~Board Discussion~

MOTION:

Commissioner Fischer: I move we appoint Ken Humberston as the Vice Chair of the Clackamas County Commission for 2018.

Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

II. CITIZEN COMMUNICATION

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

1. Shirley Morgan, Welches – Spoke about marijuana concerns especially regarding enforcement, safety, costs, public health; she requested the Commissioners partner with OLCC on this matter.
2. Paul Edgar, Oregon City – Spoke regarding transportation and freight mobility concerns on Hwy 213.
3. Les Poole, Gladstone – Spoke regarding transportation, roads and public discourse at meetings
4. Clair Klock, Corbett – Spoke on Clackamas soil and water, CPOs, water rights

~Board Discussion~

III. PUBLIC DISCUSSION ITEM

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

1. **Board Order No. 2018-01** Authorizing the Procurement of Liability Insurance Coverage for Community Planning Organizations (CPO's)

Stephen Madkour, County Counsel presented the staff report

Chair Bernard announced this is a discussion item and stated that he had cards for people wishing to speak.

1. Steve Graeper, Rhododendron – Thanked the Commissioners, Public & Government Affairs, and County Counsel for their work on the CPO Liability Insurance. Spoke in support of the Board order.

2. Bill Merchant, Beavercreek – spoke in support of this Order.
3. Martin Meyers, Oregon City – thanked the Commissioners and supports this Order.
4. Marge Stewart, Sandy – Thanked the Commissioners and staff for their efforts and stated this Order would help more people to participate in Community Planning Organizations.
5. Les Poole, Gladstone – Asked the Board to make sure the training is clear about authority and was supportive of the Commissioners approving this Order.
6. Karen Bjorkland, Jennings Lodge – Thanked the Commissioners for removing some of the risks and was supportive of the Commissioners approving the Board order.

~Board Discussion~

Chair Bernard closed the public discussion and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order Authorizing the Procurement of Liability Insurance Coverage for Community Planning Organizations.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

IV. CONSENT AGENDA

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

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

Commissioner Humberston had comments on Items A.2, B.1, C.2 and D.2

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Chair Bernard: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: No.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-1.

A. Health, Housing & Human Services

1. Approval of Amendment No. 5 to Intergovernmental Agreement No. 44-0571 with Multnomah County Department of Human Services, Aging & Disability Services Division for Care Transition Services – *Social Services*
2. Approval of an Amendment to the Agency Service Agreement with Northwest Housing Alternatives for HomeBase Program Operations and Financial Assistance – *Social Services*

B. Department of Transportation & Development

1. Approval to Terminate the Intergovernmental Agreement between Clackamas County and the City of Tualatin for a Surface Transportation Project on SW Borland Road at SW 56th Avenue

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Professional Services Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Educational Services to Inmates at the Clackamas County Jail – *CCSO*
3. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Educational Services to Inmates at the Clackamas County Jail – *CCSO*
4. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and Clackamas Community College to Provide Life Skills and Parenting Courses to Inmates at the Clackamas County Jail – *CCSO*

D. County Counsel

1. Approval of an Escrow Agreement with Pedcor Development Associates, LLC, Pedcor Investments 2016-CLV, LP and First American Title Insurance Company Related to the Rosewood Station Development Permits
2. Approval of an Intergovernmental Agreement between Clackamas County and Multnomah County for Attorney Services to Advise on Construction Contract and Design Defect Litigation

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUNED – 11:31 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



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of 2017-2019 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant

Purpose/Outcomes	The purpose of this non-competitive grant is to build the capacity of the District Attorney's Victim Assistance program, a long-standing program with a proven track record of service, in order to provide services to unserved victim groups.
Dollar Amount and Fiscal Impact	<p>2017-2019 VOCA Non-Competitive Program October 1, 2017 – September 30, 2019: \$455,314.00</p> <p>2017-2019 VOCA Expansion October 1, 2017 – September 30, 2019: \$80,709.08</p> <p>2017-2019 CFA Non-Competitive Program October 1, 2017 – September 30, 2019: \$369,136.00</p> <p>Grant revenue will be used to fund one new temp .75 FTE Victim Advocate and continue funding the Personnel Service costs for 5.00 FTE Victim Advocates. The remaining funds will be used to enhance current victim services and offset training costs as required by VOCA/CFA.</p> <p>The VOCA NC and Expansion grant totaling \$536,023.08 requires a 25% in-kind match that will be met with grant monies from non-federal CFA funds. The VOCA NC match will be \$113,828.50 and the VOCA Expansion match will be \$20,177.28 for a total of \$134,005.78. The CFA NC grant does not require a match.</p>
Funding Source	The Oregon Department of Justice Crime Victim's Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. The Oregon Department of Justice Crime (DOJ) Victim Services Division has combined the VOCA NC and CFA into one grant application.
Duration	Effective October 1, 2017 - September 30, 2019
Previous Board Action/Review	The Clackamas County Board of County Commissioners previously approved the 2015-2017 VOCA and CFA Non-Competitive Grant Agreement VOCA/CFA-2015-ClackamasCo.DAVAP-00025
Strategic Plan Alignment	<ol style="list-style-type: none">1. Respond to the emotional needs of crime victims.2. Assist victims to stabilize their lives after a victimization.3. Assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights.4. Provide victims with a measure of safety and security while restoring a violence free life.
Contact Person	Carrie Walker, Victim Assistance Director for the District Attorney (503) 655-8616
Award No.	VOCA/CFA-2017-ClackamasCo.DAVAP-00008

BACKGROUND:

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA (aka: Unitary Assessment) funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Provide advocacy for victims as they move through the criminal justice system
- Assist victims in the preparation of restitution documents
- Prepare victims for court hearings and encouraging & facilitating victim testimony
- Accompany victims to court hearings/Grand Jury/trials/sentencing
- Involve victims in the decision-making process in the criminal justice system
- Inform victims of the processes to request the return of property held as evidence
- Assist victims with the logistics related to court appearances
- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support, often life-saving, services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

RECOMMENDATION:

I respectfully recommend that the Clackamas County Board of County Commissioners approve this request to accept funds for the **2017-2019 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant** and authorize District Attorney John S. Foote and Director of Finance Marc Gonzales to sign on behalf of the County.

Respectfully submitted,

John S. Foote
District Attorney

Grant Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Application for: Subrecipient funds Direct Grant
Lead Department: District Attorney's Office Grant Renewal? Yes No

Name of Funding Opportunity: Oregon Department of Justice 2017-2019 Victims of Crime Act/Criminal Fine Account
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Carrie Walker
Requestor Contact Information: 503-655-8616 / carriewal@co.clackamas.or.us
Department Fiscal Representative: Carrie Walker or Robert Willson
Program Name or Number (please specify): VOCA-1132/07119 CFA-1132/07118
Brief Description of Project:

The primary purpose of VOCA grants are to extend and enhance services to victims. This current application is for a continuation of a previously awarded grant. This grant will fund the positions of 4.25 FTE Victim Advocates. These advocates provide comprehensive services to all victims of crime in Clackamas County. In addition to continuing the current funding for victim advocates, this grant allows the DA - VAP to receive additional funding to address gaps in service regarding restitution to victims of crime and post-conviction advocacy for victims of crime. The allocated award to the District Attorney's Victim Assistance Program is as follows: VOCA funds for personnel \$455,314.00 with a volunteer match of \$113,828.50; CFA funds for personnel \$369,136.00. Additional VOCA Expansion grant funds for personnel \$170,316.00 with a volunteer match of \$42,576.00.

Name of Funding (Granting) Agency: Victims of Crime Act

Agency's Web Address for Grant Guidelines and Contact Information:
www.doi.state.or.us/victims/pages/voca.aspx

OR

Application Packet Attached: Yes No
Completed By: Carrie Walker, DA-VAP Interim Director 8/29/2017

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 9/30/2017
CFDA(s), if applicable: _____
Announcement Date: 8/4/2017 Announcement/Opportunity #: _____ Not stated
Grant Category/Title: Victims Assistance Program Max Award Value: \$994,586.00
Allows Indirect/Rate: _____ Match Requirement: \$156,407.50
Application Deadline: 9/7/2017 Other Deadlines: N/A
Grant Start Date: 10/1/2017 Other Deadline Description: _____
Grant End Date: 9/30/2019
Completed By: Carrie Walker
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The mission of the Clackamas County District Attorney's Office-Victim Assistance Program is to treat all victims as individual; always remembering that each case is important. Each victim will be treated with respect and courtesy, while being provided prompt victim rights notification and comprehensive victim service assistance. In meeting this mission statement, the program provides direct victim services to all victims of all crimes, child or adult victim, person or property crime, adult or

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

The mission of the Clackamas County District Attorney's Office is to uphold the public's trust in the pursuit of justice and the enforcement of the law. The office is dedicated to the vigorous and impartial prosecution of those who commit crimes within Clackamas County and to providing the highest quality of service to victims, witnesses, law enforcement and the citizens of Clackamas County. This grant supports the mission of the District Attorney's Office by funding personnel to support victims of

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

Clackamas County is served by Clackamas Womens Services (CWS) who provide services to victims of domestic violence and sexual assault. The Clackamas County District Attorney's Office - Victim Assistance Program is the only prosecution-based victim service program in the county.

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

The objectives of this grant are to assist in providing on-going direct victims services to victims of crime in Clackamas County. This grant will allow the continuation of previously grant funded positions in addition to enhancing victim service advocacy in the areas of restitution and post-conviction advocacy. The objectives will be met through providing direct victim services by the positions funded by this grant and through statistical evaluation of these services provided through the DA-PBK case

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

Yes. This grant will continue the funding of Victim Advocates that are currently providing services through the District Attorney's Office - Victim Assistance Program. The Expansion funds will also allow the funding of a .75 FTE for additional services through the same program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes, the Clackamas County District Attorney's Office - Victim Assistance Program currently has 8.4 FTE staff (1 Interim Director & 7.15 FTE Victim Advocates) and 20 volunteer victim advocates. This grant would continue to fund 4.25 current FTE positions to maintain high quality services to victims of crime as well as the addition of a .75 FTE to enhance services to victims of crime requesting restitution as well as post-conviction services. In 2017 VAP provided 58,136 services to victims of crime, an increase of

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

No, we will not be partnering with another agency.

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

This is not a pilot project. It is a continuation grant with an expansion of services.

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

This funding does not create a new program.

Collaboration

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

None

Reporting Requirements

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

Funds will be on a reimbursement following quarterly financial (FQR), statistical and narrative reporting with an annual report required.

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

The Clackamas County District Attorney's Office - Victim Assistance Program uses a web-based case management system titled PROSECUTOR BY KARPEL (PBK) which has the capacity to pull statistics and capture narrative case status notes.

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

Program reporting requirements will be quarterly Federal Financial Reports (SF 425).

Fiscal

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

Yes

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

No additional revenue sources will be required.

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

Yes. There is a match of In Kind Volunteer (volunteer victim advocates) hours calculated at \$24.00 per hour for a total of \$156,407.00

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

This is continuous funding from state grant funds.

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

Program Approval:

Carrie Walker

8/31/2017




Name (Typed/Printed)


Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
John S. Foote	9/4/17 8/31/2017	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Carrie Walker	8/31/2017	
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Don Krupp	9/6/2017	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



**DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION**

MEMORANDUM

DATE: December 22, 2017
TO: 2017-2019 VOCA and CFA Non-Competitive Grant Recipients
FROM: CVSD Fund Coordinators

Attached is your agency's 2017-2019 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions.

Once the Grant Agreement and Exhibits are signed, if you haven't already please upload a copy of the entire signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants and then **change the application status in CVSD E-Grants to "Application Accepted."**

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this agreement please contact Terri Johnson, VOCA Grant Specialist, at 503-378-4578 or your CVSD Fund Coordinator.

DEPARTMENT OF JUSTICE
Crime Victims' Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT
2017-2019 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

<p>1. Grantee Name and Address:</p> <p>Clackamas County, acting by and through its District Attorney's Office 807 Main Street, Room 7 Oregon City, OR 97045-1845</p> <p>Contact Name: Ms. Carrie Walker Telephone: (503) 655-8616 E-mail: carriewal@co.clackamas.or.us</p>	<p>2. Special Conditions:</p> <p>This grant Project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 <i>et. seq.</i> and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000</p>								
<p>4. Award Number: VOCA/CFA-2017-ClackamasCo.DAVAP-00008</p>	<p>5. Award Date: October 1, 2017</p>								
<p>6. Grantee Tax Identification Number: 93-6002286</p>	<p>7. DUNS Number: 096992656</p>								
<p>8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor</p>	<p>8. Program Period: October 1, 2017 – September 30, 2019</p>								
<p>9. VOCA Category: General Victim Assistance</p>	<p>10. Total VOCA Grant Award Amount / Match Amount: \$536,023.08/ \$134,005.78</p>								
<p>11. VOCA CFDA Number: CFDA 16-575</p>	<p>12. Total CFA Grant Award Amount: \$369,136.00</p>								
<p>13. Indirect Cost Rate: Waived</p>	<p>14. Total Federal Award Amount: \$536,023.08</p>								
<p>15. VOCA Annual Narrative Report:</p> <p>October 31, 2018 October 31, 2019 (final)</p>	<p>16. VOCA and CFA Financial & Outcome Measures Reports, VOCA PMT Report, and CFA Statistical Report Due Dates:</p> <table border="0"> <tr> <td>January 31, 2018</td> <td>January 31, 2019</td> </tr> <tr> <td>April 30, 2018</td> <td>April 30, 2019</td> </tr> <tr> <td>July 20, 2018</td> <td>July 20, 2019</td> </tr> <tr> <td>October 31, 2018</td> <td>October 31, 2019 (final)</td> </tr> </table>	January 31, 2018	January 31, 2019	April 30, 2018	April 30, 2019	July 20, 2018	July 20, 2019	October 31, 2018	October 31, 2019 (final)
January 31, 2018	January 31, 2019								
April 30, 2018	April 30, 2019								
July 20, 2018	July 20, 2019								
October 31, 2018	October 31, 2019 (final)								
<p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2017-2019 VOCA and CFA Non-Competitive Grant Award". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>									

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2017-2019 VOCA and CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2017-CLACKAMASCo.DAVAP-00008**

BETWEEN: State of Oregon, acting by and through its (Grantor)
Department of Justice,
1162 Court St. NE
Salem, OR 97301-4096

AND: Clackamas County, acting by and through its (Grantee)
District Attorney's Office
807 Main Street, Room 7
Oregon City, OR 97045-1845

PROGRAM START DATE: October 1, 2017

**SECTION 1
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 *et.seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account ("CFA"), and pursuant to ORS 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of October 1, 2017.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement without any Exhibits;
- (b) Exhibits A through E as described in Section 2.04 (d); and
- (c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current versions of the VOCA Guidance available at https://www.doj.state.or.us/wp-content/uploads/2017/09/voca_allowable_and_unallowable_costs_and_services.pdf (“VOCA Guidance”).
- (b) The most current versions of the CFA Grant Management Handbook available at https://www.doj.state.or.us/wp-content/uploads/2017/06/cfa_grant_management_handbook.pdf, (“CFA Grant Management Handbook”) and the VOCA Grant Management Handbook available at https://www.doj.state.or.us/wp-content/uploads/2017/06/voca_grant_management_handbook.pdf (“VOCA Grant Management Handbook”).
- (c) 2017-2019 VOCA and CFA Non- Competitive Program Grant Request for Application and any Amendments ("VOCA and CFA RFA").
- (d) Grantee’s VOCA and CFA Application from the VOCA and CFA RFA to include the general information for all Grantees (Form A, Cover Page; Form B, Services Checklist, Form D, Staff Roster; Form E, Board of Directors Roster & Information; Form F, Volunteer Information; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting; and Form L, Attachments to Upload), the Grantee’s VOCA Application as defined in Section 1.04 (e) herein, the Grantee’s CFA Application as defined in Section 1.04 (f) herein, and the Grantee’s VOCA Expansion Application, as appropriate and as defined in Section 1.04 (g) herein, are collectively referred to as the “Grantee’s VOCA and CFA Application.”
- (e) Grantee’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Application.”
 - (i) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application);
 - (ii) As appropriate, the organizational capacity to earn program income (Form K of the Grantee’s VOCA and CFA Application); and
 - (iii) The budget forms, (Forms M-Q of the Grantee’s VOCA and CFA Application, the “VOCA Budget”).
- (f) Grantee’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s CFA Application.”
 - (i) The Grantee’s policies and procedures included in the Policies and Procedures Narrative (Form I of the Grantee’s VOCA and CFA Application);
 - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application); and
 - (iii) The budget forms, (Forms M, N, O and Q of the Grantee’s VOCA and CFA Application, the “CFA Budget”).
- (g) As appropriate, Grantee’s VOCA Expansion Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Expansion Application.”

- (i) The Grantee's VOCA Expansion Project Description (Form R of the Grantee's VOCA and CFA Application);
- (ii) The Grantee's Memorandum of Understanding and Contractual Services agreements, as appropriate (Form S of the Grantee's VOCA and CFA Application);
- (iii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee's VOCA and CFA Application);
- (iv) As appropriate, the organizational capacity to earn program income (Form K of the Grantee's VOCA and CFA Application);
- (v) The budget forms, (Forms T-X of the Grantee's VOCA and CFA Application, the "CFA Budget").

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of **\$905,159.08** , less any recovery of unspent funds (the "Grant"), from the Fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA Application, as described in Section 1.04(e), the Grantee's CFA Application, as described in Section 1.04(f), and the Grantee's VOCA Expansion Application, as appropriate and as described in Section 1.04 (g), from the Grantee's VOCA and CFA Application, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category	Year 1 Funds	Year 2 Funds	Total Maximum Funds
VOCA	GEN	\$227,657.00	\$227,657.00	\$455,314.00
VOCA Expansion	GEN	\$ 33,008.32	\$ 47,700.76	\$ 80,709.08
CFA	N/A	\$184,568.00	\$184,568.00	\$369,136.00

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA, CFA and Expansion as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following

January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Annual VOCA Narrative Report as described in in Section 5.07; and
 - (iii) Grantor has received the completed quarterly VOCA Performance Measurement Tool Report and the Client Feedback Form and Outcome Measure Report as described in in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and

(ii) Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.

(j) No default as described in Section 6.03 has occurred; and

(k) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

None

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2019** (the "Availability Termination Date"). Grantor will not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2019**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Guidance and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project budget and narrative (the "Budget") set forth in the Grantee's VOCA Application and Grantee's CFA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Guidance and the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from

Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2019** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_employees.pdf; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_participants.pdf.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements>. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.05. Volunteers. Grantee organization will use volunteers in implementation of the VOCA Project unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that grant-funded direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: https://justice.oregon.gov/crime-victims/pdf/cvsd_dvsa_training_requirements.pdf. The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence (OCADSV) web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.

- (b) Grantee shall ensure that grant-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: http://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the grant-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing grant-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) Grant-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:
 - (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
 - (ii) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
 - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from October 1 through September 30.
 - (iv) Quarterly Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three (3) CVSD Common Outcome

Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

(b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:

- (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSD E-Grants to Grantor quarterly financial reports.
- (ii) Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSD E-Grants to Grantor quarterly statistical reports.
- (iii) Quarterly Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the CFA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault and their families, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Grantee's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs may not be released except under the following circumstances:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws;
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn; and
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.
 - (ii) Grantee may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a

legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.

- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Inadvertent release. Grantee is responsible for taking reasonable efforts to prevent inadvertent releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section.
- (i) Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or

- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer ("OCFO") set forth in the most recent version of the Office of Justice Programs ("OJP") DOJ Grants Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR

Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less \$750,000 in its fiscal, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. **Compliance with Laws.** Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) **The Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.

- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations(ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <https://ojp.gov/funding/Explore/SolicitationRequirements/index.htm>.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.14. **VOCA Eligibility Requirements.** Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.15. **Assurances.** The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 1. Movement of funds that total more than \$1,000 in the Personnel, Services and Supplies, or Other Services categories; OR
 2. To add a budget category or line item that did not exist in the original budget; OR
 3. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, DOJ Grants Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Guidance, the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor, the CFA or the Criminal Injuries Compensation Account, fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, or (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Program, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such

remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA or CFA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 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.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- (f) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a “first tier” contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. 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.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____
Name: Shannon L. Sivell
Title: Director, Crime Victims' Services Division
Date: _____

CLACKAMAS COUNTY, ACTING BY AND THROUGH ITS DISTRICT ATTORNEY'S OFFICE

By: _____
Name: John S. Foote
Title: District Attorney for Clackamas County
Date: 1/12/17

APPROVED FOR LEGAL SUFFICIENCY

Name: Steven Marlowe
Title: Sr. Assistant Attorney General
Date: Approved via email on 11/3/2017



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under t grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Clackamas County acting by and through it's District Attorney's Office

1. Grantee Name and Address: 807 Main St, Suite 7, Oregon City OR 97045

VOCA/CFA-2017-ClackamasCo DA VAP-00008

93-6002286

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

John S. Foote, District Attorney for Clackamas County

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

1/16/17



OMB APPROVAL NUMBER 1121-0140
 As modified by the Office of Criminal Justice Services
 Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (34 U.S.C. § 20110);
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

John S. Foote
Print Name of Authorized Official


Signature of Authorized Official

District Attorney
Title

1/12/17
Date

SINGLE AUDIT CERTIFICATION LETTER

December 22, 2017

Ms. Carrie Walker
Clackamas County, acting by and through its District Attorney's Office
807 Main Street, Room 7
Oregon City, OR 97045-1845

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and for the period of October 1, 2017 – September 30, 2019 under the VOCA Non-Competitive Grant Award/CFDA#16-575 /\$536,023.08.

Dear Ms. Carrie Walker,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit:

2. X We expect our single audit for our most recent fiscal year, ending 6/30/2017, to be completed by 11/31/2018. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:

- _____ We are a for-profit organization.
- _____ We expend less than \$750,000 in federal funds annually.
- _____ Other (please explain) _____

Marc Gonzales *MGO*
Print Name of Fiscal Officer

Marc Gonzales
Signature of Fiscal Officer

Director of Finance for
Title Clackamas County

MGO
Date January 22, 2018

Please address all correspondence to:
Oregon Department of Justice, CVSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims’ Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims’ Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

Grant Award: VOCA/CFA-2017-ClackamasCo.DAVAP-00008	Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): Clackamas County, acting by and through its District Attorney's Office	
Address: 807 Main Street, Room 7, Oregon City, OR 97045-1845	
Program Period: Start Date: 10/1/2017 End Date: 9/30/2019	Award Amount: \$536,023.08
Contact Name, Phone # & E-mail address: Ms. Carrie Walker, (503) 655-8616, carriewal@co.clackamas.or.us	

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination: Evelyn Minor Lawrence, Director of Human Resources 2051 Kaen Rd, Oregon City OR 97045

I certify that Clackamas County acting through the DA's Office [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

John S. Foote, District Attorney
 Print or Type Name and Title

Signature

Date

- II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Grantee has less than 50 employees; and/or
- Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title Signature Date

CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, John S. Foote, District Attorney [authorized official],
certify that Clackamas County acting through the DA's Office [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000,
has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required
by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

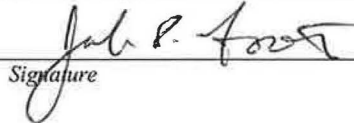
Clackamas County District Attorney's Office [organization],

807 Main St, Suite 7, Oregon City OR 97045 [address].

John S. Foote, District Attorney

Print or Type Name and Title

Signature



Date

4/12/17

CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP
in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title Signature Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Requirement of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victims' Services Division ("CVSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm> (page under construction as of 10/1/2017).

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact CVSD promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Requirements related to "de minimis" indirect cost rate

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the awarding agency (CVSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) or grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Grantees and subgrantees related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSD in the manner (including within the timeframes) specified by CVSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

13. Effect of failure to address audit issues

The Grantee understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSD awards.

14. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSD during the period of performance for this award, if the Grantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

18. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

20. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from

reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact CVSD for guidance.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSD by email to Shannon.Sivell@doj.state.os.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

25. The Grantee authorizes Office for Victims of Crime ("OVC") and/or the Office of the Chief Financial Officer ("OCFO"), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

26. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will:

a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSD.

27. Demographic Data

The Grantee, and any subrecipient ("subgrantee") at any tier, must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

28. Discrimination Findings

The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Grantee will forward a copy of the findings to CVSD.

29. The Grantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Grantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

30. The Grantee understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

31. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly performance reports on the performance metrics identified by CVSD, and in the manner required by CVSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

32. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Grantees of OJP awards are required to report information about such

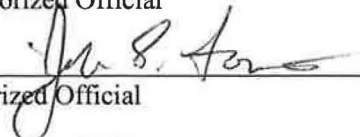
proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

Certification: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

John S. Foote

Print Name of Authorized Official




Signature of Authorized Official

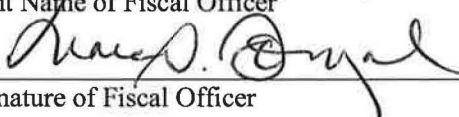
District Attorney for
Title Clackamas County

1/12/17

Date

Marc Gonzalez 

Print Name of Fiscal Officer



Signature of Fiscal Officer

Finance Director for
Title Clackamas County

January 22, 2018

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, 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).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY18 State Homeland Security Grant Program
Application to the State of Oregon for Four Projects

Purpose/Outcomes	Disaster Management requests approval to apply to the State of Oregon for the FY18 State Homeland Security Grant Program (SHSP). The State requires one collaborative application from each county. The Clackamas County application include one Clackamas County project as well as three projects for Clackamas Fire District #1 (CFD1).
Dollar Amount and Fiscal Impact	The total amount of the application is \$274,198. \$175,000 is requested by Disaster Management for Fuel Shortage Planning for Clackamas and Multnomah Counties. The grant is a 100% federal share grant that will reimburse Clackamas County for all project costs. The remaining \$99,198 is for three CFD1 projects that if awarded, will result in direct awards between the State and CFD1. These projects are: <ol style="list-style-type: none"> 1) \$3,598 - CERT Basic Equipment 2) \$51,000 – Smith Detection Unknown HazMat Detection Equipment 3) \$44,600 – Continuity of Operations Planning
Funding Source	FY 2018 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Duration	Estimated: October 1, 2018 through September 30, 2020.
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	Not applicable

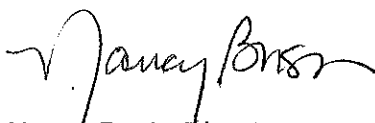
BACKGROUND:

Each year, Clackamas County Disaster Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Disaster Management Department to maintain and enhance important emergency operations capabilities.

RECOMMENDATION:

Staff respectfully recommends Board approval of the FY18 SHSP grant application.

Respectfully submitted,


Nancy Bush, Director

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: Disaster Management Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: FY17 State Homeland Security Grant Program
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Sarah Eckman
Requestor Contact Information: 503-650-3381; sarahste@clackamas.us
Department Fiscal Representative: _____
Program Name or Number (please specify): _____
Brief Description of Project:

Seven projects: 1) CERT Basic Equipment, \$3598, Clackamas Fire District #1, 2) Stop the Bleed, \$15300, Clackamas Fire District, 3) Family reunification, \$8300, Oregon Trail School District, 4) SmithsDetection HazmatID Elite Unknown Hazardous Material/WMD/CBRNE Detection,\$50000, Clackamas Fire District #1 5) Fuel Shortage Panning for Catastrophic Disasters, \$95000, Clackamas County Disaster Management, 6) EOC Training for Clackamas County jurisdictions, \$13700, Clackamas County Disaster Management, 7) Purchase of Portable and Mobile Radios compatible with C800 system for Public Safety and Public Works, \$529100, City of Milwaukie

Name of Funding (Granting) Agency: Oregon Emergency Management

Agency's Web Address for Grant Guidelines and Contact Information:
http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: 10/27/2017 Announcement/Opportunity ID: 105
Grant Category/Title: Homeland Security Max Award Value: None
Allows Indirect/Rate: N/A Match Requirement: 0
Application Deadline: 1/19/2018 Other Deadlines: _____
Grant Start Date: 10/1/2018 Other Deadline Description: _____
Grant End Date: 9/30/2020
Completed By: Sarah Stegmuller Eckman
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

Provides a mechanism to request funds for disaster related planning, training, equipment and exercise projects

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

N/A

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

None

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

Provide funding to units of government desiring to complete projects under the investment justifications of planning, communications, CBRNE Detection and Response, Law Enforcement Terrorism Prevention, Community Preparedness, Emergency Operation Centers and Mass Care and Mass Casualty.

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

No.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes, Disaster Management staff are required. They will coordinate projects with public safety stakeholders as needed.

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

Yes, Disaster Management will partners with members of the Homeland Security Task Force to accomplish work completed under grant projects. The Task Force is the group that vets the projects for this grant and the members are committed to seeing them through.

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

It is not a pilot project.

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

Funding does not create a new program.

Collaboration

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

Disaster Management

Reporting Requirements

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

Quarterly performance reports.

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

Grant performance is evaluated by the project manager overseeing each project. They are required to submit the quarterly reports, amend the project timeline as needed. Etc.

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

Quarterly requests for reimbursement to the State of Oregon.

Fiscal

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

Yes

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

None

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

No match, this is a 100% grant.

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

One time funding. Ongoing program funding will not be needed.

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

Indirect costs are allowable; however, none will be used on this grant.

Program Approval:

Sarah Stegmuller Eckman

1/23/2018

Name (Typed/Printed)

Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Nancy Bush	1/23/2018	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



February 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between Hoodland Women's Club
and Business and Community Services (County Parks)

Purpose/Outcomes	Recognition of time for Hoodland Women's Club and Welches area community to form and approve a Park District which would allow BCS County Parks to transfer certain surplus real property assets to a newly formed local Park District in the Hoodland/Welches area.
Dollar Amount and Fiscal Impact	No impact to Clackamas County
Funding Source	N/A
Duration	MOU valid through November, 2020
Previous Board Action	The Board of County Commissioners supported this action at its May 9, 2017 policy session.
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build Public Trust through Good Government
Contact Person	Rick Gruen, Manager County Parks & Forest x 4345

BACKGROUND:

The Hoodland Park property, now unimproved following the demolition of the Dorman Center, has housed over time a senior center, child care services and other community-oriented services overseen by the Hoodland Women's Club (HWC). This MOU acknowledges the HWC's efforts to work with the community to form and approve the formation of a Park District as a Special District of the State of Oregon. Oregon Revised Statutes (ORS 275) permits the transfer of tax foreclosed and surplus real property from one government entity to another. It is the intent and desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets.

County Counsel has reviewed this MOU as to form and content.

RECOMMENDATION:

Staff recommends Board approval of a Memorandum of Understanding between Hoodland Women's Club and Business and Community Services County Parks and further authorizes the Interim Director of Business and Community Services to sign the MOU on behalf of the County.

Respectfully submitted,

Laura Zentner, Interim Director
Business and Community Services

MEMORANDUM OF UNDERSTANDING
Between
Hoodland Women’s Club
And
Business & Community Services (County Parks)

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the Hoodland Women’s Club, hereinafter referred to as “HWC” and Business & Community Services (County Parks), hereinafter referred to as “BCS”.

A. PURPOSE:

Clackamas County, by and through BCS, currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches, Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres).

The Dorman Center property, now unimproved and vacant following the demolition of the Dorman Center, housed over time a senior center, child care services and other community-oriented activities overseen by the Hoodland Women’s Club. This MOU is for the purpose of acknowledging the HWCs efforts to work with the community in order to form and approve the creation of a Park District as a Special District of the State of Oregon. It is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property pursuant to applicable Oregon Revised Statutes, upon the successful formation of a Park District.

B. GENERAL PROVISIONS:

1. BCS agrees to defer designation of the properties as surplus with the intention of selling for a period of not less than two years from the date of signing this agreement to give time for the HWC and Community to form and approve a Park District. This provision can be extended through November, 2020 upon the approval of the Board of County Commissioners.
2. Should the Community successfully pass a Park District, BCS will convey by deed to the Park District the following County Park real properties: 1) Hoodland Park Property, 2) Water Tower and 3) Hunchback Strip. These conveyances will be subject to ORS statutory procedures.
3. If the Community does not successfully form and pass a Park District by the agreed upon time, BCS will move forward with declaring the property as surplus with the intent to sell and return these properties to the County tax rolls.
4. In the interim period, BCS will retain the use of Hoodland Park “as is”, providing only limited/periodic maintenance of the site as needed.

C. PRINCIPAL CONTACT:

BCS Contact	Hoodland Women’s Club
Rick Gruen, Manager	Regina Lythgoe, Past President
Business & Community Services	Hoodland Women’s Club
150 Beaver Creek Road	P.O. Box 52
Oregon City, OR 97045	Welches, OR. 97067
Phone: 503-742.4345	Phone: 503-622-3117
E-Mail: rgruen@clackamas.us	E-Mail: rmlythgoe@msn.com

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

Hoodland Women's Club

DATE: _____

Clackamas County Board Chair or designee

DATE: _____