

October 22, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #14 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #14 adds funding to Program Element 01-05 – COVID-19 Local Active Monitoring. And PE43-46 – CARES - Flu.
Dollar Amount and Fiscal Impact	Contract is increased by \$2,141,940.37. Bringing the contract maximum value to \$10,947,502.37.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on September 30, 2020
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9329-14

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #14 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #14 adds funding to Program Element 01-05 – COVID-19 Local Active Monitoring. And PE43-46 – CARES - Flu. Contract is increased by \$2,141,940.37. Bringing the contract maximum value to \$10,947,502.37.

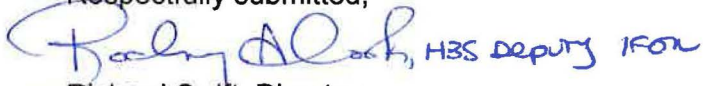
This contract is effective July 1, 2020 and continues through June 30, 2021.

Page 2 Staff Report
October 15, 2020
Agreement #9329-14

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Rachel Alach, H3S Deputy FOR". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing, and Human Services

Agreement #159803



**FOURTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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 Fourteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 01</u> State Support for Public Health (SSPH) <u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<u>PE 01-03</u> ACDP - Adult Viral Hepatitis	FF	CDC/Adult Viral Hepatitis Prevention and Control	93.270	N	Y

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 01-04</u> COVID-19 Response	FF	CARES Act	21.019	N	Y
<u>PE01-05</u> COVID-19 Local Active Monitoring	FF	CARES Act	21.019	N	Y
<u>PE01-06</u> COVID-19 Regional Active Monitoring	FF	CARES Act	21.019	N	Y
<u>PE 43-01</u> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<u>PE 43-02</u> Wallowa County and School Law	GF	N/A	N/A	N	N
<u>PE43-06</u> CARES Flu	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y

3. Exhibit B Program Element #01 “State Support for Public Health” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
4. Section 1 of Exhibit C of the Amended and Restated Agreement entitled “Financial Assistance Award” for FY20 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY20)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C of the Amended and Restated Agreement.
5. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled “Financial Assistance Award” for FY21 is hereby superseded and replaced in its entirety by Attachment C, entitled “Financial Assistance Award (FY21)”, attached hereto and incorporated herein by this reference. Attachment C must be read in conjunction with Section 3 of Exhibit C.
6. Exhibit J of the Amended and Restated Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment D, attached hereto and incorporated herein by this reference.
7. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
8. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
9. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
10. The parties expressly ratify the Agreement as herein amended.
11. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

12. Signatures.

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description(s)

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*				X		X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

(1) Percent of gonorrhea Cases that had at least one contact that received treatment; and

(2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **01-04: COVID-19** LPHA must:
- (1) Submit a budget plan and narrative within 30 days of receiving this amendment. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
- (2) OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify.

- h. 01-05: COVID-19** In cooperation with OHA, the LPHA must ensure adequate culturally and linguistically responsive COVID-19 testing, investigation resources and contact tracing resources to limit the spread of COVID-19. OHA will be entering into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA.

LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive cases to LPHA, ensure HIPAA training and compliance by the CBO so the LPHA and CBO can share personal health information, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative.
- (b)** Work with local CBOs including culturally-specific organizations to develop and track progress toward equity goals to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide facial coverings and other personal protective equipment (PPE) to LPHA staff when appropriate.
- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with health care and other partners to ensure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.
- (c) Maintain a current list of entities providing COVID-19 testing and at what volume.
- (d) Provide reports to OHA on testing locations and volume as requested.

(3) Contact Tracing

LPHA must:

- (a) Maintain the capacity to surge a minimum of 15 contact tracers for every 100,000 people in the jurisdiction. as needed, based on disease rates. OHA grants with CBOs for contact tracing will count toward this minimum.
- (b) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (c) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (d) Follow up with at least 95% of cases within 24 hours of notification.

(4) Case investigation

LPHA must:

- (a) Conduct all case investigations and monitor outbreaks.
- (b) Enter all case investigation and contact tracing data in Orpheus and ARIAS, as directed by OHA.

- (c) Ensure all LPHA staff designated to utilize Orpheus and ARIAS are trained in these systems. Include in the tracing data whether new positive cases are tied to a known existing positive case or to community spread.

(5) Isolation and quarantine

LPHA must:

- (a) By June 15, 2020, demonstrate to OHA that a quarantine location is identified and ready to be used.
- (b) Facilitate efforts to ensure isolation and quarantine housing, transportation, health care supplies, meals, telecommunications and other supports needed for any resident in the jurisdiction who has a financial or physical need. The LPHA will utilize existing resources when possible such as covered case management benefits, WIC benefits, etc.

(6) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(7) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with local tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(8) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) **Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) **High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.
- (d) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(9) Community education. LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

- i. **01-06: COVID-19: Regional Active Monitoring. Activities.** In cooperation with OHA, the LPHA must work with other LPHAs in the region to collaboratively support epidemiologic and surge capacity needs. LPHA must conduct the following activities in accordance with guidance to be provided by OHA:

LPHA must:

- (1) Ensure regular communication among LPHAs in the region.
- (2) Compile and share regional data regularly among LPHAs.
- (3) Establish MOU with LPHAs in the region for epidemiologic and surge capacity needs.
- (4) Implement MOU as needed.

- j. **Regional budget and budget narratives.** LPHA regional fiscal agent must submit a regional budget and budget narrative for approval by OHA within 60 days of receiving amendment. Refer to LPHA COVID-19 PE 01-05 Budget Guidance document and LPHA PE 01-06 COVID-19 Budget Guidance document for terms and conditions. OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify. These funds may be used for services and supplies such as computers and telephones needed for contact tracing.

OHA will:

- (1) Make contact tracing and case investigation training available.
- (2) Require and provide access to training for all local public health and CBOs on Protected Health Information and CD investigation.
- (3) Provide information on the availability of trauma informed training for both LPHAs and CBOs.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

- a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

- b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.
- c. Funding under PE01-05 includes three components – a) base funding, b) active monitoring fee for service payment, and c) active monitoring, isolation and quarantine, and wraparound services.
 - (a) Base Funding – Award will be issued June 2020 for FY20. Funds can be used from March 27, 2020-December 30, 2020. Unspent funds during FY20 are eligible for carry forward to FY21 once FY20 Q4 Revenue and Expense Reports are submitted.
 - (b) COVID-19 Active Monitoring Fee for Service payment – a fee-for-service payment will be paid for each case or contact per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice

due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

(c) COVID -19 Active Monitoring, Isolation and Quarantine, and Wraparound services – LPHAs must also submit invoices for isolation and quarantine-related expenses per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

d. PE01-06 - Regional Active Monitoring – Funds are available for March 27, 2020-December 30, 2020.

6. **Reporting Requirements.** Not applicable.

7. **Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

a. Percent of gonorrhea Cases that had at least one contact that received treatment; and

b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 4
1) Grantee Name: Clackamas County		2) Issue Date September 11, 2020	This Action AMENDMENT FY 2020	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	506,554	0	506,554	
PE01-04 COVID19 Response	250,307	0	250,307	
PE01-05 COVID-19 Local Active Monitoring	1,218,118	-565,749	652,369	
PE02 Cities Readiness Initiative	37,499	0	37,499	
PE07 HIV Prevention Services	128,846	0	128,846	
PE12 Public Health Emergency Preparedness and Response (PHEP)	171,924	0	171,924	
PE12-02 COVID-19 Response	217,535	0	217,535	
PE13-01 Tobacco Prevention and Education Program (TPEP)	292,768	0	292,768	
PE27-03 PDOP - Gap Funding (OSTR/PDO)	28,497	0	28,497	
PE27-04 PDOP Naloxone Project (SOR)	48,753	0	48,753	
PE27-05 PDOP Bridge (PDO/SOR)	41,665	0	41,665	
PE27-06 PDOP Planning	41,667	0	41,667	
PE40-01 WIC NSA: July - September	188,990	0	188,990	
PE40-02 WIC NSA: October - June	566,969	0	566,969	
PE40-03 BFPC: July - September	17,325	0	17,325	
PE40-04 BFPC: October - June	51,975	0	51,975	
PE40-05 Farmer's Market	2,699	0	2,699	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,060	0	11,060	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 4	
1) Grantee Name: Clackamas County		2) Issue Date September 11, 2020		This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE42-04	MCAH Babies First! General Funds	35,342	0	35,342
PE42-06	MCAH General Funds & Title XIX	20,752	0	20,752
PE42-07	MCAH Title V (July-Sept)	29,663	0	29,663
PE42-08	MCAH Title V (Oct-June)	88,988	0	88,988
PE42-09	MCAH Oregon Mothers Care Title V (July-Sept)	2,283	0	2,283
PE42-10	MCAH Oregon Mothers Care Title V (Oct-June)	6,849	0	6,849
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	92,462	0	92,462
PE43-03	Hepatitis A Outbreak Prevention Project (HOPP)	29,533	0	29,533
PE43-04	HOPP Incentives (Hepatitis A Outbreak Prevention Project)	1,000	0	1,000
PE44-01	SBHC Base	300,000	0	300,000
PE44-02	SBHC - Mental Health Expansion	376,500	0	376,500
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	41,893	0	41,893
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	1,638	0	1,638
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475
PE51-01	LPHA Leadership, Governance and Program Implementation	215,498	0	215,498
		5,213,026	-565,749	4,647,277
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 4
1) Grantee		2) Issue Date	This Action
Name: Clackamas County		September 11, 2020	AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637		3) Award Period	
City: Oregon City		From July 1, 2019 Through June 30, 2020	
State: OR Zip Code: 97045			
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-04 1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.		
PE01-05 1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE12-02 1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.		
PE13-01 1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01 2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05 1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE43-03 1	10/2019: Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention.		
PE43-04 1	10/2019: Funding is for Oct. 1, 2019 – June 30, 2020 – Funds to be used on Hepatitis A Outbreak Prevention Incentives.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
6) Comments:			
PE01-04	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020		
PE01-04	9/2020a: SFY20 Move funds from State Funds to Federal CARES Act funds		
PE01-04	9/2020b: Moving \$37,548.67 of SFY20 award from federal funds (CARES Act) to state funds to cover reported expenses from 1/1/2020-3/31/2020, this period is not eligible for CARES Act funding.		
PE01-05	6/2020: Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-05	9/2020: Rollover \$565,749.49 of unspent SFY20 award to SFY21		

State of Oregon Oregon Health Authority Public Health Division			Page 4 of 4
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date September 11, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE02	7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status		
PE07	Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.		
PE07	7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minium of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422		
PE12	11/2019: \$1,651 award increase for scholarship funding for Oregon Prepared or OR-Epi		
PE12-02	4/2020: PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21.		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE13-01	11/2019: Amending award total of \$292,768 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.		
PE27-03	Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.		
PE27-04	9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.		
PE27-05	8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.		
PE27-06	12/2019: Award of \$41,666.65 in SFY20 Available 2/1/20-6/30/20		
PE40-01	Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19		
PE40-02	Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20		
PE44-02	7/2019: MH Expansion funding increase		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

**Attachment C
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035	2) Issue Date Tuesday, September 1, 2020	This Action Amendment
	3) Award Period From July 1, 2020 through June 30, 2021	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance

PE01-01	State Support for Public Health	\$506,554.00	\$0.00	\$506,554.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$0.00	\$2,089,564.37	\$2,089,564.37
PE02	Cities Readiness Initiative	\$35,546.00	\$0.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$0.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$165,988.00	\$0.00	\$165,988.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$275,286.00	\$0.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$0.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$0.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$0.00	\$191,491.00
PE40-02	WIC NSA: October - June	\$574,475.00	\$0.00	\$574,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$0.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$0.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$0.00	\$53.00

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Tuesday, September 1, 2020		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$0.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$0.00	\$35,527.00
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE43-06	CARES - Flu	\$0.00	\$52,376.00	\$52,376.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$123,545.00	\$0.00	\$123,545.00
		\$3,592,535.00	\$2,141,940.37	\$5,734,475.37

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Tuesday, September 1, 2020	This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
Current Award Balance			
5) Foot Notes:			
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.		
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.		
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.		
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report		
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)		
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.		
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).		
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.		

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Tuesday, September 1, 2020	This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
			Current Award Balance
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.		
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.		
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.		
6) Comments:			
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.		
PE01-04			
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$565,749.49 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case investigation FFS 3/27-7/31/20 \$1,523,814.88		
PE02			
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21		
PE12	08/2020: Amending to revise PE12 language		

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Tuesday, September 1, 2020		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE13-01				
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.			
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion			
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed			
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020			
PE40-04				
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Tuesday, September 1, 2020		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02				
PE46-05				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Tuesday, September 1, 2020		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50				
PE51-01				
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21			
7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment D
Information required by CFR Subtitle B with guidance at 2 CFR Part 200
Fiscal Year 20

PE01-04 COVID19

Funding Information

Federal Award Identification Number (FAIN):	State Funds	State Funds	CARES Act	TOTALS
Federal Award Date:	3/1/2020			
Performance Period:	3/27/20-12/30/20			
Federal Awarding Agency:	N/A			
CFDA Number:	21.019			
CFDA Name:				
Total Federal Award:	\$94,200,000			
Project Description:				
Awarding Official:	N/A			
Indirect Cost Rate:	N/A			
Research and Development (Y/N):	No	No	No	

PCA: 50244 50245 50255

INDEX: 50100 50100 50109

Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Amount	Total FY 2020
Clackamas	96992656	\$0	\$37,549	\$212,758	\$0	\$0	\$250,307

PE01-05 COVID-19 Local Active Monitoring

Funding Information Table				
Federal Award Identification Number (FAIN):	CARES Act	TOTALS		
Federal Award Date:	43891			
Performance Period:	3/27/2020-12/30/2020			
Federal Awarding Agency:	N/A			
CFDA Number:	21.019			
CFDA Name:	CARES Act			
Total Federal Award:	94200000			
Project Description:	CARES Act			
Awarding Official:	N/A			
Indirect Cost Rate:	N/A			

Research and Development (Y/N): No No

PCA: 50248 50244

INDEX:		50109	50100				
Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Amount	Total FY 2020
Clackamas	96992656	\$652,369	\$0	\$0	\$0	\$0	\$652,369

Fiscal Year 21

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A	N/A	N/A
Federal Award Date:	3/1/20	3/1/20	3/1/20	3/1/2020
Performance Period:	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020
Awarding Agency:	CARES Act	CARES Act	CARES Act	CARES Act
CDFA Number:	21.019	21.019	21.019	21.019
CFDFA Name:	CARES Act	CARES Act	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act	CARES Act	CARES Act
Awarding Official:	N/A	N/A	N/A	N/A
Indirect Cost Rate:	N/A	N/A	N/A	N/A
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
PCA:	50248	50251	50248	50251
Index:	50109	50109	50109	50109

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total
Clackamas	096992656	\$2,089,564.37	\$0.00			\$2,089,564.37

PE43-06 CARES - Flu

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	07/22/2020
Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	\$12,982,022.00
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.86
Research and Development (T/F):	FALSE
PCA:	53891
Index:	50404

Agency	DUNS No.	Amount	Grand Total
Clackamas	096992656	\$52,376.00	\$52,376.00

October 22, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement with
Washington County for the Tigard Recovery Center

Purpose/Outcomes	Sale of Clackamas County's 50% interest in a building co-owned with Washington County.
Dollar Amount and Fiscal Impact	Washington County will pay Clackamas County \$477,500.00
Funding Source	Washington County funds No Clackamas County General Funds are involved.
Duration	
Previous Board Action	March 2020 Policy Session
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities
County Counsel Review	This Sale Agreement has been reviewed and approved by County Counsel on 9/30/20, AN
Procurement Review	Was the item processed through Procurement? No. This item is a Purchase and Sale Agreement.
Contact Person	Mary Rumbaugh at 503-406-7005

BACKGROUND: In 1987 Washington and Clackamas Counties jointly funded the property acquisition and building of the Tigard Recovery Center. The funding for this development was through state general fund dollars allocated to Washington and Clackamas Counties for residential addictions treatment as well as beer and wine tax dollars. The building has been used to provide withdrawal management (detox) and men's residential treatment for addictions since it opened in 1988. Recently, the detox services have been eliminated and the building is now solely used for men's residential services.

Since January 2020 most of the funding for clinical treatment services are paid by other organizations and the counties have little influence on the population served, meaning residents from Washington and Clackamas Counties are no longer prioritized for access.

Both Washington County and Clackamas County have had property appraisals completed to confirm the value of the property and building. The 50% sale price is considered a fair price by

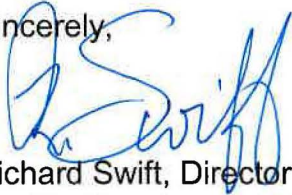
county staff. Both Washington County and Clackamas County boards have expressed interest in approving this sale.

RECOMMENDATION:

Staff respectfully recommends approving the sale of 50% of the Tigard Building to Washington County. Staff further requests that the Purchase and Sale Agreement be signed by the Board Chair for submittal to Washington County for signatures and payment. Staff requests that Richard Swift be authorized to sign any additional related transaction documents to complete the sale.

Sale proceeds will return to the General fund and H3S requests that these funds be earmarked for like services if they should so be needed. The original funds came from State Beer and Wine Tax revenue for the explicit purpose and use for drug/alcohol treatment and prevention services. Addiction and access to such services is a constant struggle for residents and re-investment into community drug/alcohol treatment and prevention services is worthy of consideration

Sincerely,



Richard Swift, Director
Health, Housing and Human Services

Attachments:

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”), effective upon execution by both parties (the “Effective Date”), is made by and between Clackamas County, Oregon (“**Seller**”) and Washington County, Oregon, a political subdivision of the state of Oregon (“**Purchaser**”).

RECITALS

- A. Seller and Purchaser each own a separate, undivided one-half interest in that certain real property, together with all rights, easements, right-of-way and appurtenances thereto and all improvements thereon, located at 10362 SW McDonald St. Tigard, OR 97224, Washington County, Oregon consisting of Tax Lot #2S111BB01500 as depicted in **Exhibit A** attached hereto (the “Property”).
- B. The Property described above is improved with an Alcohol Detoxification and Residential Treatment Facility (the “Facility”) which was constructed and operated by Seller and Purchaser as tenants in common.
- C. Seller desires to convey and transfer, and Purchaser desires to acquire, Seller’s one-half interest in the real property, including and the Facility, to Purchaser subject to the Terms and Conditions of this Agreement. Seller’s one-half interest in the real property and facility described above is hereinafter referred to as the “**Seller’s Property**”.
- D. Purchaser and Seller acknowledge and agree this transaction is voluntarily.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Agreement to Purchase and Sell.** Seller agrees to sell Seller’s Property to Purchaser, and Purchaser agrees to purchase Seller’s Property from the Seller, on the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The purchase price for the Seller’s Property shall be Four Hundred Seventy-Seven Thousand and Five Hundred Dollars (\$477,500.00) (the “**Purchase Price**”). Seller and Purchaser agree to waive compliance with Term 1.b. in that intergovernmental agreement between Seller and Purchaser dated January 7, 1988 for determining the Purchase Price. Upon execution, Purchaser shall deliver to the Seller the Purchase Price, in cash or by wire transfer of funds or cashier’s check, in the amount of the Purchase Price.

3. **Prior Agreements Terminated.** In 1987, Seller and Purchaser executed an intergovernmental agreement (IGA) for the purpose of jointly acquiring land for the facility. In 1988, Seller and Purchaser executed a second IGA for the construction, operation, ownership and maintenance of the Facilities. These IGAs and all other agreements, memorandums of agreement, and understandings, written or oral, that concern or relate to the ownership, use, operation or maintenance of the land or facility, together with all rights and obligations contained therein will terminate on the Closing Date.

4. **Closing.** The consummation and closing (herein defined as the “**Closing**”) of the purchase and sale contemplated by this Agreement shall occur on or before November 1, 2020 (the “**Closing Date**”) and shall include the following deliveries.
 - 4.1 **Deeds.** Seller shall deliver to the Purchaser an affidavit pursuant to which Seller states that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
 - 4.2 **Payment.** Purchaser shall deliver to the title company (i) a sum in the amount of the Purchase Price. The Purchaser and Seller will share equally in all closing costs. Seller’s share of closing costs shall be deducted from the Purchase Price prior to distribution to Seller.
 - 4.3 **Other Documents.** Seller and Purchaser shall each execute and deliver such other documents as may be required in connection with the Closing.

5. **Closing Costs and Prorations.** Purchaser and Seller shall share equally in the closing costs.

6. **Possession.** Exclusive possession of the Property by the Purchaser shall be effective on Closing Date. All of Seller’s rights and interests as a tenant in common in the Property and Facility will terminate on Closing Date.

7. **Seller’s Representations and Warranties.** Seller represents, warrants, and covenants to Purchaser as follows:
 - 7.1 The sale of the Seller’s Property is “as-is” with Seller making no representation or warranty as to the condition, suitability, or use of the Seller’s Property or the Property.

- 7.2 Seller has all requisite power and authority to execute and deliver this Agreement and perform Seller's obligations hereunder and, upon execution, this Agreement will constitute the valid and binding agreement of Seller enforceable in accordance with its terms.
 - 7.3 Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, as amended, and Seller shall deliver to Purchaser at Closing an affidavit in confirmation of this Section.
 - 7.4 To Seller's actual knowledge, no attachment, execution, proceeding, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceeding is pending against the Seller
 - 7.5 Except as known or disclosed to Purchaser, including but not limited to any notice issued by Purchaser, Seller has not received any written notice of any violation of any law, ordinance, regulation or order or requirements applicable to Seller's Property, including but not limited to land use approvals, permits, and recorded covenants, conditions, restrictions, or easements applicable to Seller's Property.
 - 7.6 To Seller's actual knowledge, except as disclosed to Purchaser in connection with pending land use applications, there is no claim, action, litigation, arbitration, or other proceeding pending against Seller which relates to the Property or the transactions contemplated hereby and, to Seller's actual knowledge, there is currently no governmental investigation, litigation, or arbitration proceedings to which Seller is, or would be, a party which relates or would relate to the Property.
8. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller as follows:
- 8.1 Purchaser has all requisite power and authority to execute and deliver this Agreement and the documents to be executed at Closing or otherwise in accordance with the terms of this Agreement and this Agreement is valid and binding on Purchaser in accordance with its terms.
 - 8.2 Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or will result in

a violation of any applicable law, order, rule, or regulation of any governmental authority.

9. **Survival of Representation and Warranties.** The representations and warranties set forth in this Agreement shall survive Closing and delivery of the Deed.
10. **Condition of Property.** Purchaser agrees that Seller's Property is being sold and conveyed by Seller and accepted by Purchaser without any representation or warranty by Seller except as expressly set forth herein. Except as otherwise specified herein, Purchaser hereby acknowledges and agrees that Purchaser shall rely solely upon the inspection, examination, and evaluation of the Property by Purchaser or its representative(s). In the event of the purchase and sale of Seller's Property hereunder, Seller shall sell Seller's Property to Purchaser, and Purchaser shall accept the Property from Seller in the condition "As Is", "Where Is" and "With All Faults". Further, Purchaser expressly acknowledges that except as otherwise expressly set forth herein, Seller makes no warranty or representation with respect to the quality, physical condition, or value of the Property; the Property's habitability, suitability, merchantability, or fitness for a particular purpose; the presence or absence of conditions on the Seller's Property that could give rise to a claim for personal injury, property, or natural resource damages; or the income or expenses from or of the Property. Purchaser shall promptly provide Seller with a copy of any and all reports or studies which Purchaser has performed on or about the Property under this paragraph in the event that Purchaser elects to terminate this Agreement and not close on its purchase of Seller's Property.
11. **Remedies.** In the event that Seller shall fail to close this Agreement due to a default by Seller, Purchaser may either (i) terminate this Agreement by written notice thereof delivered to Seller on or before the Closing Date, (ii) enforce specific performance of this Agreement, or (iii) pursue any other remedies at law or in equity. In the event that Purchaser shall fail to close this Agreement due to a default by Purchaser, Seller may either (i) terminate this Agreement by written notice thereof delivered to Seller on or before the Closing Date, (ii) enforce specific performance of this Agreement, or (iii) pursue any other remedies at law or in equity.
12. **Assignment.** This Agreement may not be assigned or transferred by Purchaser at any time without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Purchaser shall have the right to assign, without Seller's consent, this Agreement to any entity owned or controlled by Purchaser, or to any affiliate of Purchaser, and Purchaser may designate any such entity at closing as the named grantee in the Deed.

13. **Real Estate Commission.** Purchaser and Seller represent and warrant to the other that they have not dealt with any broker or similar individual or entity in connection with Seller's Property and have not agreed to pay a commission to any broker or similar individual or entity. Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Seller and Purchaser each agree to reimburse and indemnify the other and hold the other harmless from and against any and all claims, liabilities, losses and expenses, including but not limited to, attorneys' fees and costs, incurred in connection with all claims for commissions or other compensation that may be made by anyone claiming through the indemnifying Party in connection with this Agreement, the Property, or Seller's Property. The provisions of this Section shall survive Closing or termination of this Agreement.
14. **Notices.** Any notice, offer, acceptance, consent, or other communication required or desired to be given or delivered under this Agreement shall be in writing and shall be given (a) by hand, (b) by United States, certified registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery (e.g., by Federal Express). If notice is to be given to Seller, it shall be addressed as follows:

__Clackamas H3S Administration_____
__2051_Kaen Road, 2nd Floor_____
__Oregon City, OR 97045_____

With a copies to: Clackamas County BHD
2051 Kaen Rd., Suite 154 Oregon City, OR 97045
503-742-5305
Maryrum@clackamas.us

If notice is to be given to Purchaser, it shall be given to Purchaser at:

Washington County, Facilities & Parks Services
Attn: Real Property Manager
169 N. 1st Ave., MS 42
Hillsboro, OR 97124

The addresses or contacts set forth above may be changed by notice given in accordance with the terms of this Section. If given by hand or made by overnight delivery, such notice or other communication shall be deemed sufficiently served or given for all purposes hereunder upon delivery, and if by mail, such notice or other communication shall be deemed

sufficiently served or given for all purposes hereunder on the date set forth on the return receipt.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of Seller's interest in the Property, and this Agreement supersedes all prior and contemporaneous oral or written agreements, discussions, and understandings of the parties hereto including any and all intergovernmental agreements and memorandum of understanding concerning the construction and operation of the real property and facility. There are no agreements, representations, warranties, or other terms between the parties except as expressly stated in this Agreement. This Agreement may be amended only by an instrument in writing signed by the party against whom enforcement of any change is sought.
16. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oregon.
17. **Further Cooperation.** Purchaser and Seller further agree they will execute such other and further documents as may be necessary or desirable to complete the transfer of Seller's Property and to satisfy the obligations described in this Agreement, all to the end that this Agreement and the transactions and undertakings contemplated by this Agreement may and will be carried out and consummated in the most expeditious and convenient manner.
18. **Effectiveness.** This Agreement shall not be effective or binding on either Party unless and until a fully executed copy is received by both parties hereto.
19. **Miscellaneous.** The captions contained herein are for convenience only and shall be disregarded in the construction of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns (as permitted pursuant to the provisions of this Agreement) of the parties hereto. No third party benefit is intended by any provision of this Agreement nor may a third party act in reliance upon any provision hereof.

This Agreement may be executed in counterparts, each of which, once they are executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement binding on the parties hereto.

In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), each Party shall be responsible for

its own costs and attorney fees; provided, however, nothing herein shall limit the right of either party to seek attorney fees pursuant to any statute.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Agreement.

20. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

WASHINGTON COUNTY, OREGON

By: _____

Its: _____

Date: _____

SELLER:

CLACKAMAS COUNTY, OREGON

By: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

A tract of land in the Northwest one-quarter of Section 11, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, being a part of Lot 1, TIGARDVILLE HEIGHTS, a duly recorded plat in said Washington County, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1, said point being also the Northwest corner of said Section 11; thence North 89° 38' 00" East along the North line of said Lot 1 a distance of 451.83 feet; thence South 1° 28' 51" West 240.01 feet to the true point of beginning of herein described Parcel 2; thence continuing South 1° 28' 51" West 58.37 feet to the Southeast corner of that certain tract of land conveyed to Henry W. Paetel in Book 693, Page 542, Washington County Deed Records; thence South 89° 38' 00" West along the South line of said Paetel tract 184.09 feet to the Southwest corner of said Paetel tract and a point on the East line of that certain tract of land conveyed to Robert T. Cooper and Sylvia L. Cooper in Book 692, Page 5, Washington County Deed Records; thence North 1° 19' 00" East along said Cooper tract East line 268.35 feet to a point that is 30.00 feet Southerly of, when measured at right angles to, the North line of said Lot 1; thence North 89° 38' 00" East, parallel to said Lot 1 North line 96.00 feet; thence South 1° 19' 00" West, parallel to said Lot 1 West line 209.99 feet; thence North 89° 38' 00" East, parallel to said Lot 1 North line 88.28 feet to the true point of beginning.-----

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”), effective upon execution by both parties (the “Effective Date”), is made by and between Clackamas County, Oregon (“**Seller**”) and Washington County, Oregon, a political subdivision of the state of Oregon (“**Purchaser**”).

RECITALS

- A. Seller and Purchaser each own a separate, undivided one-half interest in that certain real property, together with all rights, easements, right-of-way and appurtenances thereto and all improvements thereon, located at 10362 SW McDonald St. Tigard, OR 97224, Washington County, Oregon consisting of Tax Lot #2S111BB01500 as depicted in **Exhibit A** attached hereto (the “Property”).
- B. The Property described above is improved with an Alcohol Detoxification and Residential Treatment Facility (the “Facility”) which was constructed and operated by Seller and Purchaser as tenants in common.
- C. Seller desires to convey and transfer, and Purchaser desires to acquire, Seller’s one-half interest in the real property, including and the Facility, to Purchaser subject to the Terms and Conditions of this Agreement. Seller’s one-half interest in the real property and facility described above is hereinafter referred to as the “**Seller’s Property**”.
- D. Purchaser and Seller acknowledge and agree this transaction is voluntarily.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Agreement to Purchase and Sell.** Seller agrees to sell Seller’s Property to Purchaser, and Purchaser agrees to purchase Seller’s Property from the Seller, on the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The purchase price for the Seller’s Property shall be Four Hundred Seventy-Seven Thousand and Five Hundred Dollars (\$477,500.00) (the “**Purchase Price**”). Seller and Purchaser agree to waive compliance with Term 1.b. in that intergovernmental agreement between Seller and Purchaser dated January 7, 1988 for determining the Purchase Price. Upon execution, Purchaser shall deliver to the Seller the Purchase Price, in cash or by wire transfer of funds or cashier’s check, in the amount of the Purchase Price.

3. **Prior Agreements Terminated.** In 1987, Seller and Purchaser executed an intergovernmental agreement (IGA) for the purpose of jointly acquiring land for the facility. In 1988, Seller and Purchaser executed a second IGA for the construction, operation, ownership and maintenance of the Facilities. These IGAs and all other agreements, memorandums of agreement, and understandings, written or oral, that concern or relate to the ownership, use, operation or maintenance of the land or facility, together with all rights and obligations contained therein will terminate on the Closing Date.

4. **Closing.** The consummation and closing (herein defined as the “**Closing**”) of the purchase and sale contemplated by this Agreement shall occur on or before November 1, 2020 (the “**Closing Date**”) and shall include the following deliveries.
 - 4.1 **Deeds.** Seller shall deliver to the Purchaser an affidavit pursuant to which Seller states that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
 - 4.2 **Payment.** Purchaser shall deliver to the title company (i) a sum in the amount of the Purchase Price. The Purchaser and Seller will share equally in all closing costs. Seller’s share of closing costs shall be deducted from the Purchase Price prior to distribution to Seller.
 - 4.3 **Other Documents.** Seller and Purchaser shall each execute and deliver such other documents as may be required in connection with the Closing.

5. **Closing Costs and Prorations.** Purchaser and Seller shall share equally in the closing costs.

6. **Possession.** Exclusive possession of the Property by the Purchaser shall be effective on Closing Date. All of Seller’s rights and interests as a tenant in common in the Property and Facility will terminate on Closing Date.

7. **Seller’s Representations and Warranties.** Seller represents, warrants, and covenants to Purchaser as follows:
 - 7.1 The sale of the Seller’s Property is “as-is” with Seller making no representation or warranty as to the condition, suitability, or use of the Seller’s Property or the Property.

- 7.2 Seller has all requisite power and authority to execute and deliver this Agreement and perform Seller's obligations hereunder and, upon execution, this Agreement will constitute the valid and binding agreement of Seller enforceable in accordance with its terms.
- 7.3 Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, as amended, and Seller shall deliver to Purchaser at Closing an affidavit in confirmation of this Section.
- 7.4 To Seller's actual knowledge, no attachment, execution, proceeding, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceeding is pending against the Seller
- 7.5 Except as known or disclosed to Purchaser, including but not limited to any notice issued by Purchaser, Seller has not received any written notice of any violation of any law, ordinance, regulation or order or requirements applicable to Seller's Property, including but not limited to land use approvals, permits, and recorded covenants, conditions, restrictions, or easements applicable to Seller's Property.
- 7.6 To Seller's actual knowledge, except as disclosed to Purchaser in connection with pending land use applications, there is no claim, action, litigation, arbitration, or other proceeding pending against Seller which relates to the Property or the transactions contemplated hereby and, to Seller's actual knowledge, there is currently no governmental investigation, litigation, or arbitration proceedings to which Seller is, or would be, a party which relates or would relate to the Property.
8. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller as follows:
- 8.1 Purchaser has all requisite power and authority to execute and deliver this Agreement and the documents to be executed at Closing or otherwise in accordance with the terms of this Agreement and this Agreement is valid and binding on Purchaser in accordance with its terms.
- 8.2 Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or will result in

a violation of any applicable law, order, rule, or regulation of any governmental authority.

9. **Survival of Representation and Warranties.** The representations and warranties set forth in this Agreement shall survive Closing and delivery of the Deed.

10. **Condition of Property.** Purchaser agrees that Seller's Property is being sold and conveyed by Seller and accepted by Purchaser without any representation or warranty by Seller except as expressly set forth herein. Except as otherwise specified herein, Purchaser hereby acknowledges and agrees that Purchaser shall rely solely upon the inspection, examination, and evaluation of the Property by Purchaser or its representative(s). In the event of the purchase and sale of Seller's Property hereunder, Seller shall sell Seller's Property to Purchaser, and Purchaser shall accept the Property from Seller in the condition "As Is", "Where Is" and "With All Faults". Further, Purchaser expressly acknowledges that except as otherwise expressly set forth herein, Seller makes no warranty or representation with respect to the quality, physical condition, or value of the Property; the Property's habitability, suitability, merchantability, or fitness for a particular purpose; the presence or absence of conditions on the Seller's Property that could give rise to a claim for personal injury, property, or natural resource damages; or the income or expenses from or of the Property. Purchaser shall promptly provide Seller with a copy of any and all reports or studies which Purchaser has performed on or about the Property under this paragraph in the event that Purchaser elects to terminate this Agreement and not close on its purchase of Seller's Property.

11. **Remedies.** In the event that Seller shall fail to close this Agreement due to a default by Seller, Purchaser may either (i) terminate this Agreement by written notice thereof delivered to Seller on or before the Closing Date, (ii) enforce specific performance of this Agreement, or (iii) pursue any other remedies at law or in equity. In the event that Purchaser shall fail to close this Agreement due to a default by Purchaser, Seller may either (i) terminate this Agreement by written notice thereof delivered to Seller on or before the Closing Date, (ii) enforce specific performance of this Agreement, or (iii) pursue any other remedies at law or in equity.

12. **Assignment.** This Agreement may not be assigned or transferred by Purchaser at any time without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Purchaser shall have the right to assign, without Seller's consent, this Agreement to any entity owned or controlled by Purchaser, or to any affiliate of Purchaser, and Purchaser may designate any such entity at closing as the named grantee in the Deed.

13. **Real Estate Commission.** Purchaser and Seller represent and warrant to the other that they have not dealt with any broker or similar individual or entity in connection with Seller's Property and have not agreed to pay a commission to any broker or similar individual or entity. Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Seller and Purchaser each agree to reimburse and indemnify the other and hold the other harmless from and against any and all claims, liabilities, losses and expenses, including but not limited to, attorneys' fees and costs, incurred in connection with all claims for commissions or other compensation that may be made by anyone claiming through the indemnifying Party in connection with this Agreement, the Property, or Seller's Property. The provisions of this Section shall survive Closing or termination of this Agreement.

14. **Notices.** Any notice, offer, acceptance, consent, or other communication required or desired to be given or delivered under this Agreement shall be in writing and shall be given (a) by hand, (b) by United States, certified registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery (e.g., by Federal Express). If notice is to be given to Seller, it shall be addressed as follows:

__ Clackamas H3S Administration _____
__ 2051 Kaen Road, 2nd Floor _____
__ Oregon City, OR 97045 _____

With a copies to: Clackamas County BHD
2051 Kaen Rd., Suite 154 Oregon City, OR 97045
503-742-5305
Maryrum@clackamas.us

If notice is to be given to Purchaser, it shall be given to Purchaser at:

Washington County, Facilities & Parks Services
Attn: Real Property Manager
169 N. 1st Ave., MS 42
Hillsboro, OR 97124

The addresses or contacts set forth above may be changed by notice given in accordance with the terms of this Section. If given by hand or made by overnight delivery, such notice or other communication shall be deemed sufficiently served or given for all purposes hereunder upon delivery, and if by mail, such notice or other communication shall be deemed

sufficiently served or given for all purposes hereunder on the date set forth on the return receipt.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of Seller's interest in the Property, and this Agreement supersedes all prior and contemporaneous oral or written agreements, discussions, and understandings of the parties hereto including any and all intergovernmental agreements and memorandum of understanding concerning the construction and operation of the real property and facility. There are no agreements, representations, warranties, or other terms between the parties except as expressly stated in this Agreement. This Agreement may be amended only by an instrument in writing signed by the party against whom enforcement of any change is sought.
16. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oregon.
17. **Further Cooperation.** Purchaser and Seller further agree they will execute such other and further documents as may be necessary or desirable to complete the transfer of Seller's Property and to satisfy the obligations described in this Agreement, all to the end that this Agreement and the transactions and undertakings contemplated by this Agreement may and will be carried out and consummated in the most expeditious and convenient manner.
18. **Effectiveness.** This Agreement shall not be effective or binding on either Party unless and until a fully executed copy is received by both parties hereto.
19. **Miscellaneous.** The captions contained herein are for convenience only and shall be disregarded in the construction of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns (as permitted pursuant to the provisions of this Agreement) of the parties hereto. No third party benefit is intended by any provision of this Agreement nor may a third party act in reliance upon any provision hereof.

This Agreement may be executed in counterparts, each of which, once they are executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement binding on the parties hereto.

In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), each Party shall be responsible for

its own costs and attorney fees; provided, however, nothing herein shall limit the right of either party to seek attorney fees pursuant to any statute.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Agreement.

20. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

WASHINGTON COUNTY, OREGON

By: _____

Its: _____

Date: _____

SELLER:

CLACKAMAS COUNTY, OREGON

By: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

A tract of land in the Northwest one-quarter of Section 11, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, being a part of Lot 1, TIGARDVILLE HEIGHTS, a duly recorded plat in said Washington County, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1, said point being also the Northwest corner of said Section 11; thence North 89° 38' 00" East along the North line of said Lot 1 a distance of 451.83 feet; thence South 1° 28' 51" West 240.01 feet to the true point of beginning of herein described Parcel 2; thence continuing South 1° 28' 51" West 58.37 feet to the Southeast corner of that certain tract of land conveyed to Henry W. Paetel in Book 693, Page 542, Washington County Deed Records; thence South 89° 38' 00" West along the South line of said Paetel tract 184.09 feet to the Southwest corner of said Paetel tract and a point on the East line of that certain tract of land conveyed to Robert T. Cooper and Sylvia L. Cooper in Book 692, Page 5, Washington County Deed Records; thence North 1° 19' 00" East along said Cooper tract East line 268.35 feet to a point that is 30.00 feet Southerly of, when measured at right angles to, the North line of said Lot 1; thence North 89° 38' 00" East, parallel to said Lot 1 North line 96.00 feet; thence South 1° 19' 00" West, parallel to said Lot 1 West line 209.99 feet; thence North 89° 38' 00" East, parallel to said Lot 1 North line 88.28 feet to the true point of beginning.-----

October 22, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with
Northwest Housing Alternatives (NHA) and the Community Development Division
for the Annie Ross House

Purpose/ Outcome	This funding is for staffing, utilities and supplies for an existing homeless shelter supporting homeless families to get back into stable housing.
Dollar Amount and Fiscal Impact	Community Development Block Grant (CDBG) FY20 funds of \$50,000 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG program funds
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/ Review	This project was approved with the 2020 Action Plan approval on April 30, 2020.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient agreement was reviewed and approved by County Counsel 1. September 9, 2020 2. AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	H3S 9779

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for the purpose to prevent, prepare for, and respond to homelessness services at the Annie Ross House in Milwaukie, OR. In 2019 Northwest Housing Alternatives (NHA) applied for Community Development Block Grant (CDBG) funding to provide homelessness prevention and shelter services among individuals and families who are homeless or receiving homelessness assistance.

PROJECT OVERVIEW: The Annie Ross House will provide emergency shelter services at a local shelter to households experiencing homelessness.

It is expected that the funding under this CDBG contract will assist approximately 60 homeless families with shelter services during the program year.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Galen Cook, H3S Deputy Director". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing Human Services

#9779		CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 21-006	
Project Name: CDBG FY2020 Annie Ross House 05615			
Project Number: 53751			
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its <u>Health, Housing and Human Services Department,</u> <u>Community Development Division</u> ("COUNTY") and <u>Northwest Housing Alternatives, Inc.</u> , ("SUBRECIPIENT"), an Oregon Nonprofit Organization.			
Clackamas County Data			
Grant Accountant: Ke'ala Adolpho		Program Manager: Amy Council	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5410 kadolpho@clackamas.us		Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 971-349-2949 acouncil@clackamas.us	
Subrecipient Data			
Finance/Fiscal Representative: Vickie Howard		Program Representative: Peter Rosenblatt	
Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97222 Phone: 503-654-1007 ext.121 howard@nwhousing.org		Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97222 Phone: 503-654-1007 ext.103 Office rosenblatt@nwhousing.org	
DUNS: 180757437			

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Federal Community Development Block Grant program ("CDBG") contained in U.S. Department of Housing and Urban Development ("HUD"), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. The program is designed to provide Community Development Block Grant ("CDBG") funds to Northwest Housing Alternatives to support homelessness prevention by securing funds to provide for staffing and operation expenses at a local homeless family shelter.
2. COUNTY has applied for and expects to receive CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("ACT").
3. Funds provided by COUNTY shall be used for expenditures for **Annie Ross House**, in Milwaukie, OR, a homeless shelter for the purpose of providing families and individuals who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities.

4. In response to a Congressional directive, HUD has required all recipients to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
5. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a homeless shelter benefiting homeless persons. Documentation shall be provided through submission of quarterly reports on all Annie Ross House activities and persons served. The report is included as Attachment A and shall be submitted to the COUNTY with each quarterly invoice.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **July 1, 2020 and expires June 30, 2021**, a total of twelve (12) months.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart C of Title I of the Housing and Community Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award number B20-UC-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title I of the Code of Federal Regulations ("CFR"), Part 24, Sub-Part 570. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Community Development Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification #B20-UC-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is \$50,000. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;

- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Written notice provided by COUNTY that HUD has determined CDBG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to pay for this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **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 Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.

Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <https://www.sam.gov>.
- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - 1. Client Eligibility Determinations and documentation;
 - 2. Rental Assistance Agreements;
 - 3. Service and assistance provided;
 - 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 - 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 - 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 - 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the CDBG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.307 generated by activities carried out with CDBG funds made available under this Agreement.

By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

13. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
 - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
 - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order

13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.

- d) **Uniform Administrative Requirements.** The requirements of 2 CFR 200 apply to SUBRECIPIENT and program income is to be used as the nonfederal share. These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
 - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).
 - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the CDBG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of CDBG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under CDBG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with CDBG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with CDBG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408

governing the CDBG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the CDBG funds provided to SUBRECIPIENT.

- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the CDBG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with CDBG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY’S (or SUBRECIPIENT’S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by the appropriate HUD field office.

16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment

of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

c) Job Training and Employment for Low-income Residents -Section 3

- i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
- v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

NORTHWEST HOUSING ALTERNATIVES

By: Trell Anderson
Trell Anderson
Executive Director

Trell Anderson
Printed Name
09/18/2020
Date

2316 SE Willard Street
Street Address

Milwaukie, OR 97222
City / State / Zip

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Rod Cook, Assistant Director
Health, Housing & Human Service Department

Date

Approved to Form:

[Signature]
County Counsel

09/21/2020
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report

- Attachment A: Quarterly Performance Report Template

EXHIBIT A

SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each CDBG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. Standards for targeting and providing essential services related to street outreach;
 - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under CDBG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
 - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
 - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);

- vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
 - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for CDBG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
 - f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
 - i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without CDBG assistance.
 - g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
 - h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
 - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
 - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
 - i. Housing stability case management.
 - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:
 - a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and

- b) Develop a plan to assist the program participant to retain permanent housing after CDBG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
 - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
 - i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
 - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
 - a) Written notice to the program participant containing a clear statement of the reasons for termination;
 - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - c) Prompt written notice of the final decision to the program participant.
 - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
 - i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under CDBG program and all housing occupied by program participants.
 - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (CDBG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with CDBG assistance must use Energy Star and WaterSense products and appliances.
 - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.
 - c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.

- d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - e) Water supply. The shelter's water supply must be free of contamination.
 - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
 - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use CDBG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - iv. Water supply. The water supply must be free from contamination.
 - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
 - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
 - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
 - x. Fire safety.
 - a) There must be a second means of exiting the building in the event of fire or other emergency.

- b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
 - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of CDBG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
- i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
 - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and

- (6) Any other relevant considerations.
- iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
 - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

EXHIBIT A.1

SUBRECIPIENT SCOPE OF WORK

1. Scope of Work for: Northwest Housing Alternatives, Annie Ross House

These CDBG funds are to be used to support staffing and services at the Annie Ross House homeless shelter. SUBRECIPIENT agrees to accomplish the following work under this contract:

- A. Provide emergency shelter services to homeless families by paying for staff and other operational expenses.
 - B. It is expected that the funding under this CDBG contract will assist approximately 60 homeless families with shelter services during the program year.
2. SUBRECIPIENT agrees to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
 3. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a homeless shelter benefiting homeless persons. Documentation shall be provided through submission of quarterly reports on all Annie Ross House activities and persons served. The report is included as Attachment A and shall be submitted to COUNTY with each quarterly invoice.
 4. COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
 5. COUNTY agrees to apply for and administer CDBG funds received under the ACT, and to provide funds to SUBRECIPIENT pursuant to this Agreement.

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this contract shall not exceed \$50,000 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Budget Category	Maximum Expenditure FY20
Staff Time	\$50,000
Fringe Benefits	\$
Taxes	\$
Operations	\$
	\$
TOTAL	\$50,000

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 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.

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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned 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 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Northwest Housing Alternatives

Organization Name

Award Number or Project Name

Trell Anderson, Executive Director

Name and Title of Authorized Representative



September 18, 2020

Signature

Date

**Exhibit D
REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
Please follow instructions for completing this form as outlined in Exhibit D.1.**

Subrecipient <u>Northwest Housing Alternatives, Inc</u>	Grant Number: <u>21-006</u>
Address: _____	Report Period: _____
	Contract #: _____
Contact Person: _____	Federal Award #: <u>B20-UC-41-0001</u>
Phone Number: _____	CFDA(s): <u>14.231</u>
E-mail: _____	

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____

Authorized Signer: _____

Date: _____

Department Review
Project Officer Name: _____
Department: _____

Signature: _____ Date: _____

EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by CDBG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment A.

EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All CDBG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

EXHIBIT F

Required Certifications

I, Trell Anderson, Executive Director of Northwest Housing Alternatives (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where CDBG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the CDBG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with CDBG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services,

counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the CDBG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the CDBG program, in providing services assisted under the CDBG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under CDBG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the CDBG program is met in the following manner:

Jill Anderson

September 18, 2020

Signature/Authorized Official

Date

Executive Director

Title

Project Name: CDBG 2020 Annie Ross House	Agreement #: 21-006
Federal Award #: B20-UC-41-0001	Date of Submission: XX/XX/XX
Subrecipient: NORTHWEST HOUSING ALTERNATIVES, INC.	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

ATTACHMENT A

(This report may be submitted in HMIS format)

COMMUNITY DEVELOPMENT BLOCK GRANT

QUARTERLY PERFORMANCE REPORT FOR THE PERIOD: _____ **TO** _____

Project Name: Annie Ross House FY2020

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

Signature

Date

Organization

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Contract with Laboratory Corporation of America (LabCorp) for
Laboratory Services for Clackamas Health Centers.

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) clinical laboratory services.
Dollar Amount and Fiscal Impact	Contract maximum value is \$600,000.
Funding Source	No County General Funds are involved. No matching funds required. Fees for services.
Duration	Effective upon signature and terminates on March 31, 2025.
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on October 12, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9632 / 2518

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Agreement #9632 to a Personal Services agreement with LabCorp for the purpose of medical laboratory testing services. CHC has multiple clinics located throughout Clackamas County that require laboratory services. LabCorp will provide laboratory services up to and including: testing, specimen collection(s), testing reports of specimens collected, laboratory specimen pick-up, supplies, and consultations.

The total amount of the agreement is \$600,000, which will be paid by fees for services. No County General Funds are involved. The Agreement is effective upon signature and will continue until terminated on March 31, 2025.

PROCUREMENT PROCESS:

This project, RFP 2019-52 Medical Laboratory Testing Services was advertised in accordance with ORS and LCRB Rules on July 25, 2019. Proposals were opened on August 27, 2019. The County received one proposal from Laboratory Corporation of America. An evaluation committee of three (3) County staff reviewed and the came up with a total score 94.67 out of 100 points available. Upon Contract award, the final Scope of Work and Contract documents were negotiated and finalized in September 2020.

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

**INDIGENT PATIENT
LABORATORY SERVICES AGREEMENT**

AGREEMENT MADE THIS ____ day of October, 2020 by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a member of Washington Association of Community and Migrant Health Centers (“MEMBER”) and Laboratory Corporation of America (“LABORATORY”).

WHEREAS, Washington Association of Community and Migrant Health Centers is a Group Purchasing Organization within the mean of Section 1128B of the Social Security Act (“GPO”); and

WHEREAS, GPO and LABORATORY have entered into a Laboratory Services Agreement dated December 17, 2002, and subsequently amended, (“GPO Agreement”) with terms and conditions under which LABORATORY has agreed to provide reference clinical laboratory services for MEMBER; and

WHEREAS, MEMBER and LABORATORY have entered into a LABORATORY Services Agreement dated October ____, 2020, (“LSA”), under which Laboratory has agreed to provide reference clinical laboratory services for MEMBER; and

WHEREAS, MEMBER facilities set forth on Exhibit A to the Agreement are Federally Qualified Health Centers (“FQHCs”) that provide healthcare services to certain individuals within the general population who are at or below Two Hundred Percent (200%) of the federal poverty guidelines, and are unable to pay MEMBER its ordinary fees for such services without incurring substantial financial hardship (the “Indigent Patients”); and

WHEREAS, MEMBER desires that LABORATORY provide MEMBER and its affiliated physicians (“Physicians”) at its facilities listed in Exhibit A, attached hereto and incorporated herein (“Facilities”) certain reference clinical laboratory testing services to the Indigent Patients in accordance with the terms and conditions set forth in this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TESTING SERVICES AND FEES

Based on the representations and warranties of MEMBER contained herein, LABORATORY agrees to provide MEMBER with reference clinical laboratory testing services for MEMBER’S Indigent Patients at the fees set forth in the attached Exhibit B. Such services shall be limited to LABORATORY’S routine and non-esoteric testing services which can be performed at one of LABORATORY’S local facilities, as may be modified from time to time by LABORATORY, and such additional services as the parties may agree.

2. REPRESENTATIONS AND WARRANTIES OF MEMBER

In order for LABORATORY to provide those services set forth in Section 1 of this Agreement, MEMBER on behalf of itself and its Physicians, hereby represents and warrants:

- A. A list of MEMBER Facilities accessing this Agreement is attached hereto as Exhibit A. Exhibit A may be modified from time to time upon the mutual written agreement of MEMBER and LABORATORY. MEMBER represents and warrants that it has the authority to bind Facilities to the terms of this Agreement.
- B. As an FQHC, MEMBER receives Bureau of Primary Health Care funding to provide services and such funds are not adequate to defray the total cost of healthcare services to all qualified patient being seen at such MEMBER facility. MEMBER is not receiving any direct or indirect compensation or remuneration from any third party payor (including the Medicare and Medicaid programs) for the services provided by LABORATORY to MEMBER'S Indigent Patients under this Agreement, except that MEMBER applies and is currently receiving public or private grants (i.e. grant funds awarded under Section 330 of the Public Health Service Act), funds, scholarships, awards or programs for the provision of health services to medically underserved areas/populations;
- C. LABORATORY'S provision of its services to MEMBER'S Indigent Patients at the fees set forth in the attached Exhibit B does not result in any direct or indirect financial benefit to MEMBER whatsoever;
- D. Before requesting that LABORATORY provide its services to an Indigent Patient under this Agreement at those fees set forth in Exhibit B, MEMBER shall ensure for each particular Indigent Patient on a case by case basis that he or she would be unable to pay LABORATORY'S customary fee without incurring substantial financial hardship and has no third party healthcare coverage, if such Indigent Patient was directly charged such fee by LABORATORY; and
- E. If, in accordance with Exhibit B, LABORATORY does not charge for Indigent Patient testing services, neither MEMBER nor LABORATORY shall bill the Indigent Patient or any third party payor for such services. If, in accordance with Exhibit B, LABORATORY bills MEMBER at a reduced fee for specific Indigent Patient testing services, MEMBER shall bill the Indigent Patient at or below the same discounted rate and MEMBER shall not collect additional fees from either the Indigent Patient or any third party payor.

MEMBER further acknowledges and agrees that its representations and warranties shall continue throughout the term of this Agreement and MEMBER affirmatively agrees to notify LABORATORY immediately in the event there is any change in its representations and warranties herein. MEMBER agrees that LABORATORY may, upon reasonable notice, perform random audits of this Agreement. MEMBER further agrees that LABORATORY may, in accordance with applicable Federal and State privacy and confidentiality laws, regulations and policies, receive reasonable documentation and support upon request in connection with the indigency status of any Indigent Patient for the purpose of ensuring compliance with this Agreement and applicable laws, regulations and LABORATORY policies. In the event MEMBER is unable to provide LABORATORY with such proof of indigence status, LABORATORY reserves the right to terminate MEMBER'S access to LABORATORY'S Services. Notwithstanding the foregoing,

LABORATORY shall bill MEMBER for those Services where MEMBER is unable to provide proof of indigence status to LABORATORY according to the terms of the LSA.

3. WARRANTY

EACH PARTY WARRANTS TO THE OTHER PARTY THAT NEITHER IT NOR ANY OF ITS EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE, OR EXCLUDED FROM MEDICARE/MEDICAID OR ANY OTHER GOVERNMENTAL HEALTHCARE PROGRAM. LABORATORY WARRANTS TO MEMBER THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY LABORATORY. IF, AT ANY TIME, EITHER PARTY RECEIVES NOTICE THAT IT IS AN EXCLUDED PROVIDER, SUCH PARTY SHALL NOTIFY THE OTHER PARTY WITHIN 5 DAYS OF RECEIVING SUCH NOTICE AND THE OTHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME THEREAFTER. EXCEPT FOR CLAIMS ARISING FROM PERSONAL INJURY, PROPERTY DAMAGE, OR GROSS NEGLIGENCE, THE LIABILITY AND OBLIGATIONS OF LABORATORY, AND THE REMEDIES OF MEMBER, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO REPEATING SUCH SERVICES PERFORMED. SUCH FAILURE OR NEGLIGENCE SHALL BE REPORTED IN WRITING TO LABORATORY WITHIN 30 DAYS AFTER THE DISCOVERY THEREOF. IN NO EVENT SHALL LABORATORY BE RESPONSIBLE FOR ANY PUNITIVE, DAMAGES OR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) OF MEMBER OR OF ANY THIRD PARTY. THE PARTIES ACKNOWLEDGE THAT THE SERVICES TO BE PROVIDED BY LABORATORY HEREUNDER COULD NOT BE MADE AVAILABLE UNDER THE TERMS PROVIDED HEREIN IF LABORATORY IS REQUIRED TO PROVIDE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES IN ADDITION TO, OR IN LIEU OF, THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

4. HOLD HARMLESS/INDEMNITY

MEMBER agrees that in the event of any breach of its representations or warranties herein, whether knowingly or negligently caused, which results in MEMBER being compensated by patient or third party payors other than public or private grants referenced in Section 2 of this Agreement, for services performed by LABORATORY, and for which LABORATORY should be compensated, LABORATORY shall be, in addition to any and all other available remedies, entitled to any and all such compensation or other remuneration, plus interest, which MEMBER receives as a result of such breach of this Agreement or any representation or warranty herein. Each party further agrees to defend, indemnify, and hold the other party, its subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless from and against all third party claims, losses, lawsuits, settlements, demands, causes, judgments, expenses, and costs (including reasonable attorney fees) due to a breach of this Agreement by such indemnifying party or arising under or in connection with this Agreement. MEMBER's obligations

hereunder are expressly subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution.

5. TERM AND TERMINATION

LABORATORY's testing services shall be available hereunder for a term consistent with the term of the parties' LSA, commencing upon execution of this Agreement by LABORATORY and MEMBER, and any subsequent renewal terms of said agreement, unless this Agreement is terminated earlier by notice of either party to the other. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party written notice at least thirty (30) days prior to the effective date of termination.

6. CHANGE IN LAW OR REGULATION

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for testing performed for MEMBER or for any other party under this or any other Agreement, or would materially increase the cost of LABORATORY's performance hereunder, this Agreement shall terminate by giving the other party thirty (30) days prior written notice thereof, unless within said thirty (30) day period, the parties agree to such modifications of the Agreement as may be necessary to establish compliance with such requirements or subsequent enactments or to reflect such change in compensation or cost.

7. NOTICES

Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be given by certified mail or registered mail as follows:

If to LABORATORY, at:
Laboratory Corporation of America
13112 Evening Creek Drive South
San Diego, CA 92128
Attention: Contract Administrator

with a copy to:
Laboratory Corporation of America Holdings
430 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department

and to MEMBER at:
Clackamas County Health Centers Division
2051 Kaen Road, #367
Oregon City, OR 97045
Attention: Administrator

With a copy to:
Washington Association of Community and Migrant Health Centers
19926 66th Avenue South, Suite I-102
Kent, Washington 98032
Attention: Deputy Director

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between all parties hereto regarding the subject herein, and no amendment or modification of its terms shall be valid or binding upon any party unless reduced to writing and signed by authorized representatives of both parties. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference. This Agreement supercedes any oral or written contrary agreement related to the subject matter herein now existing or hereafter entered into between LABORATORY and MEMBER or a person acting on behalf of MEMBER.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

LABORATORY

By: _____
Chas B. Cook, Vice President

Date: _____

MEMBER

By: _____

Name and Title: _____

Date: _____

EXHIBIT A
MEMBER Facilities

Beavercreek Clinic

1425 Beavercreek Road.
Oregon City, OR 97045

36802542 / 36856525 / 36856535 / 36856540
36802352

Sunnyside Health & Wellness Center

9775 SE Sunnyside Road., Suite 200
Clackamas, OR 97015

36855250 / 36855890 / 36855900 / 36855910
36868070

Oregon City School Based Health Center

19761 Beavercreek Road
Oregon City, OR 97045

36802232

Sandy School Based Health Center

37400 Bell Street
Sandy, OR 97055

36810015

Gladstone Health Center

18911 Portland Avenue.
Gladstone, OR 97027

36854435 / 36855940 / 36855950 / 36855960
36857130

Sandy Health and Wellness Center

37400 SE Bell Street
Sandy, OR 97055

36810010 / 36856165 / 36856180 / 36856185
36855810

Rex Putnam School Based Health Center

4950 SE Roethe Road
Milwaukie, OR 97267

36007060

EXHIBIT B

1. MEMBER hereby represents and warrants that its services are being provided to Indigent Patients at a reduced fee equal to either 25%, 50%, 75% or 100% off of MEMBER'S then-current fee schedule, as applicable, depending upon a particular Indigent Patient. MEMBER shall clearly indicate Indigent status to LABORATORY on each test requisition submitted by MEMBER to LABORATORY where applicable and the amount of such percentage discount. Based upon this representation, and to the extent consistent with LABORATORY's policies and as allowed by applicable laws, regulations and this Agreement, LABORATORY agrees that it shall provide its routine testing services (as defined by LABORATORY in its sole direction) to MEMBER'S Indigent Patients at the same percentage discount off of LABORATORY's then-current applicable fee schedule as is provided by MEMBER to its Indigent Patients.

2. After four (4) attempts to invoice MEMBER's Indigent Patient, If LABORATORY is unable to obtain payment from any MEMBER Indigent Patient, LABORATORY shall bill and MEMBER shall reimburse LABORATORY at the MEMBER Client rates set forth in the LSA, less a forty percent (40%) discount off the total invoiced amount for such unpaid MEMBER Indigent Patient's invoices. LABORATORY will submit to MEMBER a monthly statement of services rendered to MEMBER by LABORATORY for the prior month. MEMBER shall remit payment to LABORATORY within 30 days of the date of invoice. Failure to remit payment within said term may result, among other remedies available to LABORATORY, in the loss or reduction of MEMBER'S discount and/or special prices on future services or discontinuation of service, subject to a thirty (30) day opportunity to cure and failure to cure by the end of the thirty (30) day period. Rates are subject to an annual increase pursuant to the terms of the GPO Agreement.

LABORATORY SERVICES AGREEMENT

AGREEMENT MADE THIS ____ day of October, 2020, by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a member of Washington Association of Community and Migrant Health Centers ("MEMBER") and Laboratory Corporation of America ("LABORATORY").

WHEREAS, Washington Association of Community and Migrant Health Centers is a Group Purchasing Organization within the meaning of Section 1128B of the Social Security Act ("GPO"); and

WHEREAS, LABORATORY is engaged in the business of providing reference clinical laboratory services; and

WHEREAS, GPO and LABORATORY have entered into a Laboratory Services Agreement dated December 17, 2002, as amended ("GPO Agreement") setting forth the terms and conditions under which LABORATORY has agreed to provide reference clinical laboratory services for MEMBERS of GPO; and

WHEREAS, MEMBER is a community health center that either receives grant support pursuant to Section 330 of the Public Health Service Act, which program is administered by the Bureau of Primary Health Care ("BPHC") within the United States Department of Health and Human Services ("DHHS") to provide, or arrange the provision of, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the residents of its community, or is an entity determined by DHHS to meet the requirements to receive funding under Section 330 without actually receiving such funding (i.e., an FQHC "look alike"); and

WHEREAS, MEMBER desires to contract with LABORATORY to provide reference clinical laboratory services to MEMBER'S patients referred to LABORATORY for such services, and LABORATORY desires to provide the services described herein pursuant to the terms and conditions of the GPO Agreement and as hereinafter set forth;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The GPO Agreement is hereby incorporated by reference and shall become a part of this Agreement.

2. TERM

This Agreement shall become effective on the date first set forth above and shall continue in effect until terminated by either party. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party a 30-day prior written notice. This Agreement shall have an initial term of three (3) years and may be renewed for an additional one (1) year term, by execution of an amendment to this Agreement and subject to renegotiation, as necessary, of key terms and agreement on such terms, provided however, in any event this Agreement shall terminate on the effective date of the termination date of the GPO agreement. The parties acknowledge work performed by LABORATORY under the Agreement was completed before the date of final execution. By execution of this Agreement, the previously performed work is hereby approved and ratified by MEMBER. The previously performed work is and shall remain subject to the terms and conditions of this Agreement. MEMBER reserves any rights, claims, or causes of action that MEMBER may have with respect to work performed and ratified hereunder.

3. TESTING SERVICES

LABORATORY agrees to perform such reference clinical laboratory testing services for MEMBER as may be requested by MEMBER, if available, during the term. Such services shall include those tests listed in LABORATORY'S then current Directory of Services, as the same may be modified from time to time by LABORATORY, and such additional services as the parties may agree. Such services shall be performed pursuant to the terms and conditions of this Agreement, any addendum thereto, the performance standards and scope of work requirements set forth in MEMBER'S RFP, and LABORATORY'S response to MEMBER'S RFP, all of which are attached hereto and incorporated by this reference herein. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, any addendums thereto, LABORATORY'S response to MEMBER'S RFP, and MEMBER'S RFP.

It is understood and agreed that this Agreement is non-exclusive, and MEMBER is not required to use LABORATORY for its laboratory testing needs should it chose otherwise.

4. AUTHORITY TO BIND FACILITIES

A list of MEMBER facilities ("Facilities") accessing this Agreement is attached hereto as Exhibit A. Exhibit A may be modified from time to time upon the mutual written agreement of MEMBER and LABORATORY. MEMBER represents and warrants that it has the authority to bind Facilities to the terms of this Agreement.

5. ADDITIONAL SERVICES

In conjunction with the laboratory testing services set forth in Paragraph 3 above, LABORATORY agrees to provide the following services and related supplies, which are integral to and shall be used solely in connection with the testing services provided herein and shall not be used by MEMBER for any other purpose:

A. SPECIMEN PICK UP AND REPORT DELIVERY

LABORATORY will provide a reference specimen pick up and report delivery service to each MEMBER on a daily basis Monday through Friday of each week, except on holidays. Weekend pick-ups are subject to availability, based on MEMBER'S and LABORATORY'S mutual scheduling needs. Results of a routine nature (general routine chemistries) will, in most cases, be delivered or transmitted back to MEMBER within 24 hours of the time the specimen is received by LABORATORY'S testing facility. Results of tests performed on specimens of a special nature (special chemistries, tissues, etc.) will, in most cases, be delivered or transmitted back to MEMBER within the times set forth in LABORATORY'S then current turn-around-time schedule.

B. SUPPLIES

LABORATORY will provide, as part of its charges for its services, certain necessary items, devices, or supplies that are used solely to collect, transport, process or store specimens to be submitted to LABORATORY for testing.

C. CONSULTATION

LABORATORY staff shall be available to consult with MEMBER by telephone during normal LABORATORY working hours to discuss LABORATORY'S procedures and to provide the status of test results.

D. PHLEBOTOMY

Subject to MEMBER meeting LABORATORY'S qualifications and conditions of participation including but not limited to the quantity of venipunctures on a daily, weekly and/or monthly basis as well as the complexity of testing, and to the extent permitted by applicable laws and regulations, as well as to the extent consistent with LABORATORY'S policies and procedures, LABORATORY shall provide phlebotomy services to MEMBER in connection with those specimens being sent to LABORATORY. The provision of such phlebotomy services is subject to, and contingent upon, MEMBER'S execution of a Patient Specimen Collection Services Agreement.

E. REPORTING OPTIONS:

All "REPORTING OPTIONS" are subject to MEMBER meeting LABORATORY'S qualifications and conditions of participation including but not limited to the quantity of testing requested on a daily, weekly and/or monthly basis as well as the complexity of testing.

(1) LABORATORY DATA MANAGEMENT SYSTEM

Subject to MEMBER meeting LABORATORY'S qualifications and conditions of participation, LABORATORY will provide certain Laboratory Data Management Equipment and/or Software (the "LDM System") which may be used in connection with MEMBER'S Office Management System. The LDM System will result in mutual operational efficiencies due to automated laboratory results transmission and retrieval, on-line test status inquiry, use of MEMBER'S patient demographics for test ordering, and off-hours test result reporting. The placement of the LDM System is subject to, and contingent upon, MEMBER'S execution of a Laboratory Data Management and Restricted Use Agreement.

(2) RESULT DELIVERY SYSTEM

Subject to MEMBER meeting LABORATORY'S qualifications and conditions of participation, LABORATORY will provide a "Result Delivery System" to be placed in MEMBER'S facility. Such Result Delivery System will result in mutual operational efficiencies due to automated laboratory results transmission and retrieval, on-line test status inquiry, use of MEMBER patient demographics for test ordering, and off-hours test result reporting. The placement of the Result Delivery System is subject to, and contingent upon, MEMBER'S execution of a Result Delivery and Restricted Use Agreement.

6. MEMBER FEES

MEMBER SHALL REIMBURSE LABORATORY for laboratory testing and other services provided pursuant to the GPO Agreement and this Agreement, in the manner and in the amounts set forth in Exhibit C of the GPO Agreement.

7. INDIGENT PATIENT TESTING:

LABORATORY further agrees to provide certain laboratory testing services to MEMBER's Indigent Patients at discounted fees on a sliding fee scale based on the then current Poverty Guidelines and each discount shall mirror the discount charged to the patient by the MEMBER for services furnished to the patient directly by the MEMBER. Discounted services shall be limited to LABORATORY's routine and non-esoteric testing services which can be performed at one of LABORATORY's local facilities, as may be modified from time to time by LABORATORY, and such additional services as the parties may agree. The provision of such services at discounted fees shall be contingent upon MEMBER's execution of an Indigent Patient Laboratory Services Agreement.

8. MEMBER BILLING

LABORATORY will submit to MEMBER a monthly statement of services rendered to MEMBER by LABORATORY for the prior month. MEMBER shall remit payment to LABORATORY within 30 days of the date of invoice. Failure to remit payment within said term may result, among other remedies available to LABORATORY, in the loss or reduction of MEMBER'S discount and/or special prices on future services or discontinuation of service, subject to a thirty (30) day opportunity to cure and failure to cure by the end of the thirty (30) day period. If, as a result of such non-payment, LABORATORY reduces or removes any discount and/or special prices, the terms and prices contained in LABORATORY'S Fee Schedule shall be incorporated by reference into this Agreement. LABORATORY may, at its option, reinstate any discount and/or special prices on business referred to LABORATORY after MEMBER brings its balance current. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing of services to MEMBER. If LABORATORY is compelled to bring suit to collect amounts due hereunder, and such action is decided in favor of LABORATORY, it shall be entitled to recover interest on amounts due, reasonable attorney's fees, and costs of suit incurred in connection with the action. Overdue accounts may be subject to a service charge of 1.5% per month on the overdue balance or the maximum amount permitted by law, if less.

OR:

In accordance with legal and regulatory requirements, LABORATORY agrees to bill the patient or other responsible party (including Medicare, Medicaid, and insurance companies) for testing performed under this Agreement. MEMBER agrees to promptly provide LABORATORY with all necessary information to accomplish such billing and collection of amounts due. If LABORATORY is unable to obtain payment from any third party due to MEMBER'S failure to provide the information required in this Agreement, or as a result of MEMBER'S failure to follow applicable rules or regulations, MEMBER agrees to reimburse LABORATORY for all such payments.

9. COMPLIANCE WITH LAWS

- A. Each party agrees to implement this Agreement in accordance with all applicable federal, state and local laws, regulations, and government directives, including without limitation (i) the Medicare and Medicaid laws (and equivalent state laws), (ii) laws applicable to protecting the confidentiality and privacy of patient health information.
- B. In connection with the provision of services pursuant to this Agreement, LABORATORY agrees to the following requirements, to the extent that such requirements are applicable:
 - (1) To comply with the Civil Rights Act of 1964 and all other federal, state or local laws, rules and orders prohibiting discrimination. Consistent with the foregoing, the Commission agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60;
 - (2) To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended;
 - (3) To provide for the rights of the federal Government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations; and

- (4) To comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations, as may be applicable.

10. MEDICAL NECESSITY

MEMBER acknowledge that providers such as laboratories are not in a position to make medical necessity determinations, and in the event payment is denied by MEMBER, Medicare, Medicaid, or a third-party payor for lack of medical necessity, LABORATORY may look to the MEMBER, patient or other responsible party for reimbursement for those services that have been denied payment.

11. ACCREDITATION OF TESTING SITES

Testing performed hereunder shall be performed at reference testing facilities to be determined by LABORATORY. LABORATORY'S facilities are and shall remain duly licensed clinical laboratories under applicable federal, state, and local law. Reasonable documentation of such credentials shall be provided upon request. If, at any time, LABORATORY receives notice of loss of such licensure, LABORATORY shall notify MEMBER within five (5) days of receiving such notice and MEMBER shall have the right to terminate this Agreement at any time thereafter.

12. CHANGE IN LAW OR REGULATION

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactments or interpretations by federal, state or local authorities, or if any such change or proposed change would (1) materially alter the ability of either party to implement the terms of this Agreement, including, but not limited to, the amount or method of compensating LABORATORY for testing performed for MEMBER or for any other party under this or any other Agreement, or (2) materially increase the cost of LABORATORY'S performance hereunder, this Agreement shall terminate by giving the other party a 30-day prior, written notice thereof, unless within said 30 day period the parties agree to such modifications of the Agreement as may be necessary to establish compliance with such authorities or to reflect such change in compensation or cost.

13. NON-ASSIGNABILITY

This Agreement may not be assigned, delegated, or transferred by either party without the written consent of the other party which shall not be unreasonably withheld or delayed.

14. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to LABORATORY at:

Laboratory Corporation of America
13112 Evening Creek Drive South
San Diego, CA 92128
Attention: Contracts Administrator

with a copy to:

Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department

and to MEMBER at:

Clackamas County Health Centers Division
2051 Kaen Road, #367
Oregon City, OR 97405
Attention: Administrator

with a copy to:

Washington Association of Community and Migrant Health Centers
19926 66th Avenue South, Suite I-102
Kent, Washington 98032
Attention: Ralph Hill, Deputy Director

15. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between MEMBER and LABORATORY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

16. FORCE MAJEURE

Neither party shall be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act beyond the control of the party who had the duty to perform.

17. WARRANTY

EACH PARTY WARRANTS TO THE OTHER THAT NEITHER IT NOR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS, DIRECTORS OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE, OR EXCLUDED FROM MEDICARE/MEDICAID OR ANY OTHER GOVERNMENTAL HEALTHCARE PROGRAM. LABORATORY FURTHER WARRANTS THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. IF, AT ANY TIME, EITHER PARTY RECEIVES NOTICE THAT IT IS AN EXCLUDED PROVIDER, SUCH PARTY SHALL NOTIFY THE OTHER PARTY WITHIN FIVE (5) DAYS OF RECEIVING SUCH NOTICE AND THIS AGREEMENT SHALL IMMEDIATELY TERMINATE.

18. INDEMNIFICATION

LABORATORY agrees to defend, indemnify, and hold MEMBER, its parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents wholly harmless from and against all third party claims, losses, lawsuits, settlements, demands, causes, judgments, expenses, and costs (including reasonable attorney fees) arising under or in connection with this Agreement to the extent that such costs and liabilities are proximately caused by the negligence or willful misconduct of LABORATORY.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, MEMBER agrees to defend, indemnify, and hold LABORATORY, its parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless from and against all third party claims, losses, lawsuits, settlements, demands, causes, judgments, expenses, and costs (including reasonable attorney fees) arising under or in connection with this Agreement to the extent that such costs and liabilities are proximately caused by the negligence or willful misconduct of MEMBER.

An indemnitee entitled to indemnification under this Section shall give written notice to the indemnitor of a claim or other circumstances likely to give rise to a request for indemnification, within 30 days after the indemnitee becomes aware of the same. The indemnitor shall be afforded the opportunity to undertake the defense of and to settle by compromise, or otherwise, any claim for which indemnification is available under this Section. If the indemnitor so assumes the defense of any claim, the indemnitee may participate in such defense with legal counsel of its selection and at its expense. If the indemnitor, prior to the expiration of 30 days after receipt of written notice of a claim by the indemnitee under this Section, has not assumed the defense thereof, the indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the indemnitor with all reasonable costs and expenses of such defense to be paid by the indemnitor. No compromise or settlement of any such claim shall be made without the prior written consent of the indemnitor, which consent shall not be unreasonably withheld or delayed. In no event shall either party be held responsible for punitive damages, or consequential, incidental, or special damages (including lost profits or revenue).

19. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and MEMBER, and their duly authorized successors and assigns. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

20. NONDISCRIMINATION

All services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, or veteran status.

21. HEADINGS

The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

22. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction, or of the entire Agreement in any other jurisdiction.

23. INTEGRATION

This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The parties shall not be bound by any representation, promise, or inducement made by either party or agent of either party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of this Agreement, the terms and conditions in this Agreement shall control. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference.

24. WAIVER

No course of dealing between MEMBER and LABORATORY or any delay on the part of MEMBER or LABORATORY in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of MEMBER or LABORATORY hereunder, and no express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

25. ACCESS TO BOOKS AND RECORDS

A. LABORATORY shall prepare and maintain, in such form and for such duration as may be required by federal, state or local law and regulation, programmatic information, financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to the services provided by LABORATORY pursuant to this Agreement. MEMBER and its duly authorized representatives shall have access to the books, documents, papers, and records of LABORATORY upon request and reasonable prior notice, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

B. If the services to be provided by LABORATORY hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of four years make available, upon written request, to MEMBER, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and any records and reports, supporting documents, statistical records, and all other books, documents, papers or other records of LABORATORY that are necessary to certify the nature and extent of the costs incurred under this Agreement or as may be necessary for audit, examination, excerpt, transcription or copy purposes. Such access shall include timely and reasonable access to LABORATORY personnel for the purpose of interview and discussion related to such documents. If an audit, litigation or other action involving the records is started before the end of the four (4) year period, LABORATORY agrees to maintain the records until the end of the four (4) year period or until the audit, litigation or other action is completed, whichever is later. In addition, with respect to any subcontract with a value of \$10,000 or more over a twelve month period, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, upon written request, to MEMBER, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and any records and reports, supporting documents, statistical records, and all other books, documents, papers or other records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement or as may be necessary for audit, examination, excerpt, transcription or copy purposes.

26. MODIFICATION

This Agreement may only be modified in a writing signed by authorized representatives of both parties.

27. ENTIRE AGREEMENT

This Agreement together with the terms and conditions of the GPO Agreement set forth the entire agreement between the parties hereto with respect to the subject matter herein. This Agreement supercedes any oral or written contrary agreement related to the subject matter herein now existing or hereafter entered into between LABORATORY and MEMBER or a person acting on behalf of any MEMBER.

28. ADDITIONAL TERMS AND CONDITIONS

a. AVAILABILITY OF FUTURE FUNDS. Any continuation or extension of this Agreement after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Agreement, as determined by the MEMBER in its sole administrative discretion. In the event Member determines that funds are no longer available to continue to make payments under this Agreement, Member shall immediately cease all ordering of Services prior to the exhaustion of then available funds.

b. COUNTERPARTS. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

c. GOVERNING LAW. This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between MEMBER and LABORATORY that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the MEMBER of 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. LABORATORY, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.

d. INSURANCE. LABORATORY shall secure at its own expense and keep in effect during the term of the performance under this Agreement the insurance required and minimum coverage indicated below. LABORATORY shall provide proof of said insurance and include the MEMBER as an additional insured on the Commercial General Liability policy. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: LABORATORY shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00

This policy(s) shall be primary insurance as respects to MEMBER. Any insurance or self-insurance maintained by MEMBER shall be excess and shall not contribute to it. Any obligation that MEMBER agree to a waiver of subrogation is hereby stricken.

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

f. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in this Section 28, any amounts owed by MEMBER to LABORATORY for

services rendered prior to termination or expiration, and all other rights and obligations which by their context are intended to survive.

g. **TAX COMPLIANCE CERTIFICATION.** LABORATORY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Agreement. LABORATORY represents and warrants that it has complied, and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle MEMBER to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.

h. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, LABORATORY shall:

1. Make payments promptly, as due, to all persons supplying to LABORATORY labor or materials for the prosecution of the work provided for in the Agreement.
2. Pay all contributions or amounts due the Industrial Accident Fund from such LABORATORY or subcontractor incurred in the performance of the Agreement.
3. Not permit any lien or claim to be filed or prosecuted against MEMBER on account of any labor or material furnished.
4. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If LABORATORY fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to LABORATORY or a subcontractor by any person in connection with the Agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due LABORATORY by reason of the Agreement.
6. As applicable, LABORATORY shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. LABORATORY shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling MEMBER to terminate this Agreement for cause.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Laboratory Corporation of America (LABORATORY)

By: _____
Name: Chas B. Cook
Title: Vice President
Date: _____

Clackamas County (MEMBER)
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board

Richard Swift, Director

Health, Housing & Human Services Dept.

Date: _____

Approved as to Form:

County Counsel Date

EXHIBIT A
MEMBER Facilities

Beavercreek Clinic

1425 Beavercreek Road.
Oregon City, OR 97045

36802542 / 36856525 / 36856535 / 36856540
36802352

Sunnyside Health & Wellness Center

9775 SE Sunnyside Road., Suite 200
Clackamas, OR 97015

36855250 / 36855890 / 36855900 / 36855910
36868070

Oregon City School Based Health Center

19761 Beavercreek Road
Oregon City, OR 97045

36802232

Sandy School Based Health Center

37400 Bell Street
Sandy, OR 97055

36810015

Steward Behavioral Center

1002 Library Court
Oregon City, OR 97045

36868250

Gladstone Health Center

18911 Portland Avenue.
Gladstone, OR 97027

36854435 / 36855940 / 36855950 / 36855960

Sandy Health and Wellness Center

37400 SE Bell Street
Sandy, OR 97055

36810010 / 36856165 / 36856180 / 36856185
36855810

Rex Putnam School Based Health Center

4950 SE Roethe Road
Milwaukie, OR 97267

36007060

Hilltop Behavioral Health Center

998 Library Court
Oregon City, OR 97045

36868610

Sandy Health Center (interim location)

38872 Proctor Blvd.
Sandy, OR 97055

36868650

**ADDENDUM TO LABORATORY SERVICES AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
LABORATORY CORPORATION OF AMERICA**

This Addendum (“Addendum”) to Laboratory Services Agreement amends and supplements that certain Laboratory Services Agreement dated October ____, 2020 (“Agreement”), between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a member of Washington Association of Community and Migrant Health Centers (“MEMBER”) and Laboratory Corporation of America (“LABORATORY”). Capitalized terms utilized in the Addendum, unless otherwise defined herein, shall have the meaning attributed to them in the Agreement.

The parties to this Addendum hereby agree to supplement and amend the Agreement as follows:

1). The maximum not-to-exceed amount MEMBER is authorized to pay LABORATORY under this Contract is \$600,000.00; provided, however, MEMBER agrees to monitor utilization and agrees to not send additional testing requests which would cause billable amounts to exceed \$600,000.

2). Chain of Custody Urine Drug Testing

A. Testing Services

LABORATORY will provide chain of custody (forensic) drug testing services at the request of the MEMBER’S facilities listed below:

Account #:	Account Name:
36868775	Main-COC / Sandy Behavioral Health
6868780	Adult Alcohol and Drug -COC / Sandy Behavioral Health
36868785	Youth Alcohol and Drug -COC / Sandy Behavioral Health
36868875	Main-COC / Hilltop Center
36868880	Adult Alcohol and Drug -COC / Hilltop Center
36868885	Youth Alcohol and Drug -COC / Hilltop Center
36868890	Mental Health Court -COC / Hilltop Center
36868895	Adult Drug Court -COC / Hilltop Center
36868845	Main-COC / Centerstone
36868860	PSRB-COC / Centerstone

B. Compensation

a). Chain of Custody

LABORATORY’S chain of custody (forensic) drug testing services will be billed directly to each MEMBER at the rates set forth in **Exhibit A** of this Addendum. The indigent discount program is not applicable to any chain of custody testing services. After the first year of the term of this Agreement, MEMBER and LABORATORY agree that fees shall either increase on the renewal date hereof or with LABORATORY’S general annual fee increase of which MEMBER shall receive thirty (30) days written notice. MEMBER and LABORATORY acknowledge and agree that fees shall not be adjusted more frequently than once a year. MEMBER further warrants and represents that it will not bill or seek compensation from Medicare, Medicaid or any other government payor for the chain of custody (forensic) drug testing services provided herein.

LABORATORY shall submit invoices by the 10th of the month following the month services were performed. The invoice shall include the contract # 9632, dates of service, description of tests, and

the total amount due for all services provided during the month. Invoices shall be submitted to MEMBER:

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

Or electronically to:

healthcenterap@clackamas.us

When submitting electronically, designate LABORATORY name and contract # 9632 in the subject of the e-mail.

Within thirty (30) days after receipt of the invoice, MEMBER shall pay the amount requested to LABORATORY. Disputed amounts must be sent in writing to LABORATORY within thirty (30) days of receipt of each invoice. Payment can be withheld for those disputed items until resolved. Both parties agree to work together to resolve disputed items in a reasonable and timely manner. Undisputed amounts must be paid within the stated thirty (30) day period.

b). Expert Witness Support Services

For Expert Witness Support Services for chain of custody drug testing, LABORATORY shall bill MEMBER and MEMBER shall pay LABORATORY according to the fees for services set forth in **Exhibit B** of the Addendum.

C. Specimen Pick-Up

LABORATORY will provide a reference specimen pick up and report delivery service to each MEMBER Behavioral Health location on a daily basis Monday through Friday of each week, except on holidays. Weekend pick-ups are subject to availability, based on MEMBER'S and LABORATORY'S mutual scheduling needs

D. Supplies:

LABORATORY will provide, as part of its charges for its services, certain necessary items, devices, or supplies that are used solely to collect, transport, process or store specimens to be submitted to LABORATORY for testing.

E. Drug Testing Turnaround Times:

a. Urine Drug Testing

LABORATORY routinely reports results for specimens that screen negative for all drugs within 24 hours from the time of receipt into the laboratory computer system. This turnaround time assumes no violation of field collection protocol, which would require a memorandum for record (MFR) from the collector. In cases where the sample screens positive for one or more drugs, the results can be expected within 3-5 business days from receipt at LABORATORY'S testing facility, assuming that there are no collection protocol violations.

When d&l methamphetamine isomers are analyzed, results may be expected within an additional 24 hours after the initial GC/MS positive of methamphetamine

b. Urine Drug Testing with Specimen Validity Testing

LABORATORY typically reports results for specimens that screen negative for all drugs and negative, dilute, within 24 hours from the time of receipt into the laboratory computer system. LABORATORY typically reports results adulterated, substituted and invalid specimens within 48 hours from the time of receipt into the laboratory computer system. This turnaround time assumes no violation of field collection protocol, which would require a memorandum for record (MFR) from the collector. In cases where the sample screens positive for one or more drugs, the results can be expected within 3-5 business days from receipt at LABORATORY'S testing facility, assuming that there are no collection protocol violations.

When d&l methamphetamine isomers are analyzed, results may be expected within an additional 24 hours after the initial GC/MS positive of methamphetamine.

F. Reporting Options

LABORATORY will initially report via secured fax to each location until such a time as other options, including Electronic Data Interface (EDI) and LabCorp Solutions web based service options can be explored.

G. Interpretation and Use of Information Provided

In all cases, including but not limited to the Department of Health and Human Services (HHS), Department of Transportation ("DOT"), and Nuclear Regulatory Commission ("NRC") guidelines, CLIENT shall be responsible for providing its own Medical Review Officer ("MRO"), and for the review and interpretation of reported test results, and for determining what action, if any, shall be taken based upon those results. In cases in which a MRO is not required, MEMBER shall be solely responsible for reviewing and interpreting test results. MEMBER shall also be responsible for using such information in a manner consistent with applicable laws and regulations.

H. Medical Review Officer

In the case of HHS, DOT, NRC or other testing in which a MRO is required, MEMBER acknowledges that LABORATORY is not responsible for delivery of such services. This Addendum is not intended to create, nor shall be deemed or construed to create, any relationship between the MRO and LABORATORY.

4. Performance Standards

a. General Performance Standards

1. LABORATORY ensures that all staff employed or contracted by LABORATORY who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. LABORATORY assures that all of LABORATORY's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. LABORATORY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

b. Staff

LABORATORY agrees that LABORATORY has obtained, via LABORATORY'S policies and procedures, the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check; includes a Social Security Trace, County Criminal Search, and State Criminal Repository Search in all jurisdictions where the staff member has resided.
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;
- Performs routine checks of the following lists: Lists of Parties of Concern, Denied Persons List, Entity List, Unverified List, Consolidated Screening List
- Completion of a successful drug and alcohol urinalysis.

c. Monitoring

MEMBER shall monitor services provided by LABORATORY and shall request in writing LABORATORY's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

MEMBER may conduct compliance monitoring related to this agreement. LABORATORY shall cooperate with MEMBER in such monitoring. MEMBER shall provide LABORATORY twenty (20) business days' written notice of any agreement compliance monitoring activity that requires any action or cooperation by LABORATORY. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

d. Miscellaneous Federal Provisions

LABORATORY shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, LABORATORY expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (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, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, 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 Covered Services in violation of 42 USC 14402.

e. Critical Results. LABORATORY will provide critical results in the manner set forth in LABORATORY'S response to MEMBER'S RFP which provides, in part, that physicians will be notified of panic results as soon as possible via telephone, unless otherwise instructed by MEMBER. Results called will include patient name, patient date of birth, and requesting physician. LABORATORY will provide a list of critical test values upon request.

f. On-site testing. Prior to performing any on-site services, LABORATORY will ensure its employees have received site orientation from MEMBER.

MEMBER will provide LABORATORY with MEMBER-approved notification procedures for after hours

g. Confidentiality

LABORATORY agrees that LABORATORY, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the LABORATORY acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and other applicable state or federal law, and agrees that LABORATORY and LABORATORY's agents and employees will comply with all applicable requirements of HIPAA and other state or federal law related to the confidentiality of client records or other client identifying information.

MEMBER'S Request for Proposal, issued July 25, 2019 (**Exhibit 1**) and LABORATORY'S response opened at the time of closing on September 4, 2019 ("Response to RFP") shall be incorporated by reference. Should any conflict exist between the Agreement, Addendum and the Response to RFP, the Agreement and Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed in their names as their official acts by their respective authorized representatives.

Laboratory Corporation of America
("LABORATORY")

Clackamas County ("MEMBER")
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board

Chas B. Cook Date
Vice President

Richard Swift, Director
Date
Approved as for Form:

County Counsel Date

EXHIBIT A TO ADDENDUM
Chain of Custody Drug Testing Services Fees

Test Code	Test Description	Fee
701106	Synthetic Cannabinoids,Scr	\$45.00
733334	733334 10 Drug-Scr	\$10.50
733353	733353 9+Crt+pH-Scr	\$10.00
733832	733832 5 Drug-Scr	\$10.00
737000	Methadone (GC/MS), Urine	\$25.00
737610	Ethyl Glucuronide, Urine	\$25.00
761107	Carisoprodol/Meprobamate,	\$25.00
761153	Buprenorphine, Urine	\$25.00
763400	Buprenorphine, Urine	\$25.00
763404	Naltrexone	\$25.00
764032	Carisoprodol/Meprobamate,	\$25.00
768860	768860 4+Oxycodone-Bund	\$15.00
768872	768872 4+Oxycodone+EtG-Bun	\$20.50
768884	768884 7+Oxycodone-Bund	\$15.00
768895	768895 7+Oxycodone+EtG-Bun	\$20.50
768909	768909 10+Oxycodone+EtG-Bu	\$21.00
768932	768932 10+Oxycodone-Bund	\$15.50
780296	Administrative Correction	\$25.00
788681	788681 9+Crt-Bund	\$12.00
788721	788721 5+Alc-Bund	\$12.50
788722	788722 5 Drug-Bund	\$12.00
788763	788763 10 Drug-Bund	\$12.50
788890	Adulteration (Dilution), U	\$0.25
790350	Mephedrone, MDPV, Methylon	\$45.00
791657	791657 5+EtG-Bund	\$17.00
791686	791686 4 Drug-Bund	\$12.00
791687	791687 4+EtG-Bund	\$17.50
791688	791688 7 Drug-Bund	\$12.00
791689	791689 7+EtG-Bund	\$17.50
791690	791690 10 Drug-Bund	\$12.50
791691	791691 10+EtG-Bund	\$18.00
791750	Kratom, Ur, Qt	\$50.00
794043	Specimen/Request Problem	\$15.00
798090	Methadone	\$25.00
798272	Methaqualone Screen, Urine	\$25.00
811061	Cyclobenzaprine, Ur Quant	\$39.00

**EXHIBIT B TO ADDENDUM
EXPERT WITNESS SUPPORT SERVICES FEES**

EXPERT WITNESS SUPPORT SERVICES:	
Service	Price
Documentation Package. Includes handling and overnight shipping. Ten (10) business days written notice required.	
Regulated or non-regulated in accordance with guidelines above	\$250.00 Each
STAT (Less than 10 business days' notice)	\$500.00 Each
Reference lab specimen	\$250.00 Each
STAT Reference lab specimen (Less than 10 business days' notice)	\$500.00 Each
Standard Affidavit (Includes signed Affidavit, Copy of Chain-of-Custody Form, and Report). Ten (10) business days written notice required.	
10 business days' Notice	\$125.00 Each
STAT (Less than 10 business days' notice)	\$250.00 Each
Business Affidavit (Includes signed Affidavit and Report). Ten (10) business days written notice required	
10 business days' written notice	\$50.00 Each
STAT (Less than 10 business days' notice)	\$100.00 Each
Consultation/Testimony at CLIENT's site (Plus reasonable actual expense)	
10 business days' written notice	\$1,000.00 Per Day
STAT (Less than 10 business days' notice)	\$2,000.00 Per Day
Consultation/Testimony at LABCORP's site	
10 business days' written notice	\$125.00 Per Hour
STAT (Less than 10 business days' notice)	\$250.00 Per Hour
Retesting of a reported result	\$102.75 Per Drug
Shipment of Bottle B or an aliquot of original specimen to another laboratory as designated by CLIENT	\$30.00 Each

PATIENT SPECIMEN COLLECTION SERVICES AGREEMENT

This Agreement made this ___ day of October 2020, (“Effective Date”), (the "Agreement") by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a member of Washington Association of Community and Migrant Health Centers, a member of the Washington Association of Community and Migrant Health Centers, a group purchasing organization ("MEMBER"), and Laboratory Corporation of America ("LABORATORY").

WHEREAS, Washington Association of Community and Migrant Health Centers is a Group Purchasing Organization within the mean of Section 1128B of the Social Security Act ("GPO"); and

WHEREAS, GPO and LABORATORY have entered into a Laboratory Services Agreement dated December 17, 2002, and subsequently amended, ("GPO Agreement") with terms and conditions under which LABORATORY has agreed to provide reference clinical laboratory services for MEMBER; and

WHEREAS, MEMBER and LABORATORY have entered into a LABORATORY Services Agreement dated October ___, 2020, (“LSA”) under which Laboratory has agreed to provide reference clinical laboratory services for MEMBER; and

WHEREAS, as a convenience to patients, LABORATORY agrees to provide MEMBER with specimen collection services (“Collection”) and certain on-site clinical laboratory waived testing services (“Waived Testing”) in connection with the provision of clinical laboratory services provided by LABORATORY for MEMBER (collectively “Services”), the parties agree to the following:

1. A LABORATORY patient services technician shall be available to provide Services at MEMBER’s facility known as Beaver Creek Clinic located at 1425 Beaver Creek Road, Oregon City, Oregon for an initial term of one (1) year, and shall be automatically renewed for an additional period of one (1) year at the end of each one (1) year term unless previously terminated. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party written notice at least five (5) days prior to the effective date of termination. This Agreement shall automatically terminate upon termination of the LSA.
2. LABORATORY agrees to perform those Waived Testing services set forth in Exhibit A, attached hereto, for MEMBER, as may be requested by MEMBER during the term of this Agreement. Exhibit A may only be modified by a written amendment executed by the parties.
3. The patient services technician will perform only duties and services directly related to the collection of blood and urine samples to be tested by LABORATORY, obtaining billing information for LABORATORY’s use, completing the appropriate test request forms, and performing the Waived Testing requested by MEMBER. LABORATORY will provide the PST with appropriate supplies and equipment to be used solely in connection with the Services. The Services will be provided by LABORATORY to the extent allowed by applicable laws and regulations and in accordance with LABORATORY’s then-current policies, procedures, and guidelines. MEMBER agrees not to request or permit the patient services technician to perform any other duties or services. MEMBER shall not ask the Patient Services Technician to enter or perform Services in an Isolation Ward, Infectious Disease Area or any other area which is restricted by virtue of the diseases which are or may be present. The patient services technician shall serve as the exclusive employee of LABORATORY and shall in no way serve or act as an employee, contractor or agent of MEMBER. MEMBER agrees to notify LABORATORY promptly if it reasonably believes that the patient services technician is not performing the duties and services hereunder in a satisfactory manner. Upon such notice, LABORATORY will attempt to correct such performance to the reasonable satisfaction of MEMBER; if the technician's performance cannot be corrected to the reasonable satisfaction of MEMBER, upon MEMBER's request, LABORATORY will promptly remove, and use reasonable efforts to replace such technician. MEMBER agrees that LABORATORY may perform random unannounced visits for the purpose of monitoring the patient services technician’s compliance with the terms of this Agreement and applicable laws and regulations.

4. Services are needed by MEMBER during the regularly scheduled hours of:

Monday: 8:00am – 7:00pm	Tuesday: 8:00am – 7:00pm	Wednesday: 8:00am – 7:00pm
Thursday: 8:00am – 7:00pm	Friday: 8:00am – 7:00pm	Saturday: N/A

Total hours per patient service technician per week not to exceed forty (40), with one hour (1) hour for lunch each day. LABORATORY will, to the maximum extent commercially practicable, provide phlebotomy services to MEMBER by utilizing a floating pool of no fewer than four employees if available to provide sufficient coverage notwithstanding individual LABORATORY employee absences. If for any reason, LABORATORY is unable to provide Services during such regularly scheduled hours, MEMBER agrees to either provide its own specimen collection services or refer its patients to LABORATORY's Patient Services Center. MEMBER shall provide a separate designated space during such regularly scheduled hours for the exclusive use of the PST to perform the Services.

5. MEMBER shall indicate the entity responsible for payment of Services rendered on the requisition submitted to LABORATORY.

If MEMBER indicates that MEMBER is responsible for payment, LABORATORY will submit to MEMBER a monthly statement of Services rendered to MEMBER by LABORATORY for the prior month. MEMBER agrees to remit payment to LABORATORY for the Collection services at the rate of Six Dollars and 00/100 (\$6.00) per specimen collection, representing the fair market value of such specimen collection. For the Waived Testing services ordered by MEMBER and performed by LABORATORY, MEMBER agrees to pay the fees set forth in the LSA. Any change in the fees reflected herein shall be effective following a thirty (30) day written notice to MEMBER. Payment for Services is due thirty (30) days after the date of invoice. Failure to remit payment within said time may result, among other remedies available to LABORATORY, in discontinuation of Services, subject to a thirty (30) day opportunity to cure and failure to cure by the end of the thirty (30) day period. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing Services to MEMBER. If LABORATORY is compelled to bring suit to collect amounts due hereunder, and such action is decided in favor of LABORATORY, LABORATORY shall be entitled to recover from MEMBER interest on amounts due, reasonable attorney's fees and costs of suit incurred in connection with such action. Overdue accounts may be subject to a service charge of 1.5% per month on the overdue balance or the maximum amount permitted by law, if less.

If MEMBER indicates that a third party is responsible for payment, LABORATORY, in accordance with legal and regulatory requirements, agrees to bill the patient or other responsible party, including Medicare, Medicaid and insurance companies, for Services performed under this Agreement. MEMBER agrees to promptly provide LABORATORY with all necessary information to accomplish the billing and collection of amounts due, including required diagnosis information. If LABORATORY is unable to obtain payment from any third party due to MEMBER's failure to provide the information required by this Agreement, or as a result of MEMBER's failure to follow applicable rules or regulations, MEMBER agrees to pay LABORATORY for all such Services.

6. MEMBER shall provide LABORATORY with adequate amount of dedicated space that shall be conducive to the performance of the Waived Testing by LABORATORY. In connection with the dedicated space, MEMBER shall provide all heating, air conditioning, water, gas, lighting, electricity, telephone services, internet access, maintenance and physical upkeep, including but not limited to housekeeping (collectively "Utilities"). LABORATORY may erect appropriate signage in accordance with Medicare and other applicable enrollment guidelines and the reasonable rules and regulations of MEMBER.
7. LABORATORY shall operate the on-site lab and the on-site lab shall be licensed by and for LABORATORY solely. Such on-site lab shall be licensed in LABORATORY's name and in compliance with all applicable federal, state and local government agencies at all times during the term of this Agreement. Such on-site lab shall use established and recognized clinical laboratory procedures, techniques, methods, controls, practices, equipment, supplies and record systems as may be required by

pertinent professional organizations (e.g. CLIA) and any pertinent federal, state or local government agencies. To the extent LABORATORY's operation of its on-site lab causes MEMBER to be out of compliance with any applicable local, state, or federal law, MEMBER may immediately terminate this Agreement.

8. LABORATORY shall employ such professional and technical personnel as are required for the proper functioning of the on-site lab including specimen collection, processing, testing, and result reporting. LABORATORY, in its sole discretion, shall determine the selection of all such personnel, the work, the hours of work and all other features of employment relations. LABORATORY shall maintain personnel standards as may be required by pertinent professional organizations (e.g. the College of American Pathologists) and any pertinent federal, state or local government agencies.
9. LABORATORY shall be responsible for the removal of any medical waste generated by providing the Waived Testing Services hereunder. LABORATORY shall not be responsible for the removal or disposal of any other medical waste generated in CLIENT's facility.
10. The provisions of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement is signed. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of any such requirements, or any subsequent enactment by any federal, state or local authority, this Agreement shall terminate by giving the other party thirty (30) days prior, written notice thereof, unless within said thirty (30) day period the parties agree to such modifications as may be necessary to establish compliance with such requirements or subsequent enactments.
11. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
12. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be given by certified mail or registered mail to LABORATORY at:

Laboratory Corporation of America
13112 Evening Creek Drive South
San Diego, CA 92128
Attention: Contracts Administrator

with a copy to:

Laboratory Corporation of America
531 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department

and to MEMBER at:
Clackamas County Health Centers Division
2051 Kaen Road, #367
Oregon City, OR 97405
Attention: Administrator

with a copy to:
Washington Association of Community and Migrant Health Centers
19926 66th Street, Suite I-102
Kent, WA 98032
Attention: Deputy Director

13. It is further agreed, that this Agreement constitutes the entire understanding concerning specimen collection services for MEMBER's facility referenced herein, between all parties hereto, and no amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by both parties hereto. This Agreement supercedes any oral or written contrary agreement related to the subject matter herein now existing or hereafter entered into between LABORATORY and MEMBER or a person acting on behalf of MEMBER

14. MEMBER shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the day and year as first above written.

Laboratory Corporation of America
("LABORATORY")

Clackamas County
(MEMBER)

By: _____

By: _____

Print Name: Chas B. Cook _____

Print Name: _____

Print Title: Vice President _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT A
WAIVED TESTING
TEST NAME, TEST NUMBER

Test Code	Test Description
115512	CoaguChek XS/INR Waived

PATIENT SPECIMEN COLLECTION SERVICES AGREEMENT

This Agreement made this ___ day of October 2020, (“Effective Date”), (the "Agreement") by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, a member of Washington Association of Community and Migrant Health Centers, a member of the Washington Association of Community and Migrant Health Centers, a group purchasing organization ("MEMBER"), and Laboratory Corporation of America ("LABORATORY").

WHEREAS, Washington Association of Community and Migrant Health Centers is a Group Purchasing Organization within the mean of Section 1128B of the Social Security Act ("GPO"); and

WHEREAS, GPO and LABORATORY have entered into a Laboratory Services Agreement dated December 17, 2002, and subsequently amended, ("GPO Agreement") with terms and conditions under which LABORATORY has agreed to provide reference clinical laboratory services for MEMBER; and

WHEREAS, MEMBER and LABORATORY have entered into a LABORATORY Services Agreement dated October ___, 2020, (“LSA”) under which Laboratory has agreed to provide reference clinical laboratory services for MEMBER; and

WHEREAS, as a convenience to patients, LABORATORY agrees to provide MEMBER with specimen collection services (“Collection”) and certain on-site clinical laboratory waived testing services (“Waived Testing”) in connection with the provision of clinical laboratory services provided by LABORATORY for MEMBER (collectively “Services”), the parties agree to the following:

1. A LABORATORY patient services technician shall be available to provide Services at MEMBER’s facility known as Sunnyside health and Wellness Center located at 9775 SE Sunnyside Road, Clackamas, Oregon for an initial term of one (1) year, and shall be automatically renewed for an additional period of one (1) year at the end of each one (1) year term unless previously terminated. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party written notice at least five (5) days prior to the effective date of termination. This Agreement shall automatically terminate upon termination of the LSA.
2. LABORATORY agrees to perform those Waived Testing services set forth in Exhibit A, attached hereto, for MEMBER, as may be requested by MEMBER during the term of this Agreement. Exhibit A may only be modified by a written amendment executed by the parties.
3. The patient services technician will perform only duties and services directly related to the collection of blood and urine samples to be tested by LABORATORY, obtaining billing information for LABORATORY’s use, completing the appropriate test request forms, and performing the Waived Testing requested by MEMBER. LABORATORY will provide the PST with appropriate supplies and equipment to be used solely in connection with the Services. The Services will be provided by LABORATORY to the extent allowed by applicable laws and regulations and in accordance with LABORATORY’s then-current policies, procedures, and guidelines. MEMBER agrees not to request or permit the patient services technician to perform any other duties or services. MEMBER shall not ask the Patient Services Technician to enter or perform Services in an Isolation Ward, Infectious Disease Area or any other area which is restricted by virtue of the diseases which are or may be present. The patient services technician shall serve as the exclusive employee of LABORATORY and shall in no way serve or act as an employee, contractor or agent of MEMBER. MEMBER agrees to notify LABORATORY promptly if it reasonably believes that the patient services technician is not performing the duties and services hereunder in a satisfactory manner. Upon such notice, LABORATORY will attempt to correct such performance to the reasonable satisfaction of MEMBER; if the technician's performance cannot be corrected to the reasonable satisfaction of MEMBER, upon MEMBER's request, LABORATORY will promptly remove, and use reasonable efforts to replace such technician. MEMBER agrees that LABORATORY may perform random unannounced visits for the purpose of monitoring the patient services technician’s compliance with the terms of this Agreement and applicable laws and regulations.

4. Services are needed by MEMBER during the regularly scheduled hours of:

Monday: 8:00am – 7:00pm	Tuesday: 8:00am – 7:00pm	Wednesday: 8:00am – 7:00pm
Thursday: 8:00am – 7:00pm	Friday: 8:00am – 7:00pm	Saturday: N/A

Total hours per patient service technician per week not to exceed forty (40), with one hour (1) hour for lunch each day. LABORATORY will, to the maximum extent commercially practicable, provide phlebotomy services to MEMBER by utilizing a floating pool of no fewer than four employees if available to provide sufficient coverage notwithstanding individual LABORATORY employee absences. If for any reason, LABORATORY is unable to provide Services during such regularly scheduled hours, MEMBER agrees to either provide its own specimen collection services or refer its patients to LABORATORY’s Patient Services Center. MEMBER shall provide a separate designated space during such regularly scheduled hours for the exclusive use of the PST to perform the Services.

5. MEMBER shall indicate the entity responsible for payment of Services rendered on the requisition submitted to LABORATORY.

If MEMBER indicates that MEMBER is responsible for payment, LABORATORY will submit to MEMBER a monthly statement of Services rendered to MEMBER by LABORATORY for the prior month. MEMBER agrees to remit payment to LABORATORY for the Collection services at the rate of Six Dollars and 00/100 (\$6.00) per specimen collection, representing the fair market value of such specimen collection. For the Waived Testing services ordered by MEMBER and performed by LABORATORY, MEMBER agrees to pay the fees set forth in the LSA. Any change in the fees reflected herein shall be effective following a thirty (30) day written notice to MEMBER. Payment for Services is due thirty (30) days after the date of invoice. Failure to remit payment within said time may result, among other remedies available to LABORATORY, in discontinuation of Services, subject to a thirty (30) day opportunity to cure and failure to cure by the end of the thirty (30) day period. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing Services to MEMBER. If LABORATORY is compelled to bring suit to collect amounts due hereunder, and such action is decided in favor of LABORATORY, LABORATORY shall be entitled to recover from MEMBER interest on amounts due, reasonable attorney’s fees and costs of suit incurred in connection with such action. Overdue accounts may be subject to a service charge of 1.5% per month on the overdue balance or the maximum amount permitted by law, if less.

If MEMBER indicates that a third party is responsible for payment, LABORATORY, in accordance with legal and regulatory requirements, agrees to bill the patient or other responsible party, including Medicare, Medicaid and insurance companies, for Services performed under this Agreement. MEMBER agrees to promptly provide LABORATORY with all necessary information to accomplish the billing and collection of amounts due, including required diagnosis information. If LABORATORY is unable to obtain payment from any third party due to MEMBER’s failure to provide the information required by this Agreement, or as a result of MEMBER’s failure to follow applicable rules or regulations, MEMBER agrees to pay LABORATORY for all such Services.

6. MEMBER shall provide LABORATORY with adequate amount of dedicated space that shall be conducive to the performance of the Waived Testing by LABORATORY. In connection with the dedicated space, MEMBER shall provide all heating, air conditioning, water, gas, lighting, electricity, telephone services, internet access, maintenance and physical upkeep, including but not limited to housekeeping (collectively “Utilities”). LABORATORY may erect appropriate signage in accordance with Medicare and other applicable enrollment guidelines and the reasonable rules and regulations of MEMBER.
7. LABORATORY shall operate the on-site lab and the on-site lab shall be licensed by and for LABORATORY solely. Such on-site lab shall be licensed in LABORATORY’s name and in compliance with all applicable federal, state and local government agencies at all times during the term of this Agreement. Such on-site lab shall use established and recognized clinical laboratory procedures, techniques, methods, controls, practices, equipment, supplies and record systems as may be required by

pertinent professional organizations (e.g. CLIA) and any pertinent federal, state or local government agencies. To the extent LABORATORY's operation of its on-site lab causes MEMBER to be out of compliance with any applicable local, state, or federal law, MEMBER may immediately terminate this Agreement.

8. LABORATORY shall employ such professional and technical personnel as are required for the proper functioning of the on-site lab including specimen collection, processing, testing, and result reporting. LABORATORY, in its sole discretion, shall determine the selection of all such personnel, the work, the hours of work and all other features of employment relations. LABORATORY shall maintain personnel standards as may be required by pertinent professional organizations (e.g. the College of American Pathologists) and any pertinent federal, state or local government agencies.
9. LABORATORY shall be responsible for the removal of any medical waste generated by providing the Waived Testing Services hereunder. LABORATORY shall not be responsible for the removal or disposal of any other medical waste generated in CLIENT's facility.
10. The provisions of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement is signed. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of any such requirements, or any subsequent enactment by any federal, state or local authority, this Agreement shall terminate by giving the other party thirty (30) days prior, written notice thereof, unless within said thirty (30) day period the parties agree to such modifications as may be necessary to establish compliance with such requirements or subsequent enactments.
11. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
12. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be given by certified mail or registered mail to LABORATORY at:

Laboratory Corporation of America
13112 Evening Creek Drive South
San Diego, CA 92128
Attention: Contracts Administrator

with a copy to:

Laboratory Corporation of America
531 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department

and to MEMBER at:
Clackamas County Health Centers Division
2051 Kaen Road, #367
Oregon City, OR 97405
Attention: Administrator

with a copy to:
Washington Association of Community and Migrant Health Centers
19926 66th Street, Suite I-102
Kent, WA 98032
Attention: Deputy Director

13. It is further agreed, that this Agreement constitutes the entire understanding concerning specimen collection services for MEMBER's facility referenced herein, between all parties hereto, and no amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by both parties hereto. This Agreement supercedes any oral or written contrary agreement related to the subject matter herein now existing or hereafter entered into between LABORATORY and MEMBER or a person acting on behalf of MEMBER

14. MEMBER shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the day and year as first above written.

Laboratory Corporation of America
("LABORATORY")

Clackamas County
(MEMBER)

By: _____

By: _____

Print Name: Chas B. Cook _____

Print Name: _____

Print Title: Vice President _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT A
WAIVED TESTING
TEST NAME, TEST NUMBER

Test Code	Test Description
115512	CoaguChek XS/INR Waived