



Commissioners encourage public to attend public meeting digitally.

BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA

Thursday, April 2, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-26

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

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

A. Health, Housing & Human Services

1. Approval of Amendment #2 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County for the Human Immunodeficiency Virus (HIV) Early Intervention and Outreach (EIO) project – *Public Health*
2. Approval if Contract Amendment #1 with Bateman Community Living to provide Frozen Meals for the Home Delivered Meal Services for Older Adult Community Nutrition Programs– *Social Services*
3. Approval of a Grant Agreement with Northwest Housing Alternatives for Emergency Shelter Services – *Social Services*
4. Approval of Grant Agreement with Clackamas Women’s Services for Emergency Shelter Services– *Social Services*
5. Approval of a Person Services Agreement with Folk Time for Peer Support Services - *Procurement*
6. Approval of a Professional Services Agreement with Kittelson & Associates, Inc. to develop Last Mile Shuttle Plans for the Oregon City Shuttle, Clackamas Industrial Shuttle, West Linn/OC/Tualatin Commuter Shuttle, and the Milwaukie Industrial Shuttle.
7. Approval of a Personal Services Agreement with Regional Toxicology Services, LLC dba Cordan Health Solutions, for Health Centers Drug Testing Services

B. Department of Transportation & Development

1. Resolution No. _____ Declaring a Public Necessity and Purpose of Acquisition of Rights-of-Ways and Easements for the Dryland Road Guardrail Project and Authorizing Good Faith Negotiations and Condemnation Actions
2. Resolution No. _____ Declaring a Public Necessity and Purpose of Acquisition of Rights-of-Ways, Easements, and Fee Property for the Fuller Road Station Project and Authorizing Good Faith Negotiations and Condemnation Actions

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

II. WATER ENVIRONMENT SERVICES

1. Amendment No. 1 to the Agreement between Water Environment Services and CH2M Hill Engineers, Inc., for Engineering Services for the Tri-City Water Resource Recovery Facility Willamette River Outfall

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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

April 02, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County,
for the Human Immunodeficiency Virus (HIV) Early Intervention and Outreach (EIO) project.

Purpose/Outcomes	Amendment #2 extends the term to December 31, 2022 and adds funding for the covered period of January 1, 2020 – December 31, 2020. This is to continue the work: To implement a regional approach to ending the HIV epidemic including Washington, Multnomah and Clackamas Counties.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$558,121.11. Bringing the contract value to \$1,442,208.79
Funding Source	Funding provided by the State of Oregon - Oregon Health Authority via a joint grant with Multnomah County. No County General Funds are involved.
Duration	Effective January 1, 2020 and terminates on December 31, 2022
Previous Board Action	Previous Board Actions on May 17, 2018 – Agenda item 051718-A2, July 18, 2019 – Agenda Item 071819-A1
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 March 18, 2020
Contact Person	Richard Swift, Interim Public Health Director – 503-650-5694
Contract No.	8810-02

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County, for the HIV Early Intervention and Outreach project. CCPHD, Washington County, and Multnomah County partnered to apply for the Early Intervention and Outreach (EIO) Grant. The grant was awarded with Multnomah County being the lead. The grant is a 5 year venture, the funds are passed through to CCPHD annually. The scope is to implement a regional approach to ending the HIV epidemic through education and access to medical care to identified individuals of HIV and other sexually transmitted diseases.

This Amendment extends the term through December 31, 2022 and provides the funds for the cover period of January 1, 2020 – December 31, 2020. This will allow CCPHD to continue its participation in the regional approach to ending the HIV epidemic. Amendment #2 adds \$558,121.11, bringing the

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April 4, 2020
Agreement #8810-02

contract value to \$1,442,208.79. This Amendment is effective January 1, 2020 and continues through December 31, 2022. This Amendment is retro-active due to Multnomah County delayed delivery to CCPHD.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services



CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** HD-IGA-E-690-2018-conv **Amendment** 2 is ready for your signature.

STEP 1: Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A **OR** B if it applies)
- Exhibit 4 – Workers' Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Exhibit 7 – Criminal History Records Check Certificate
- ARRA EEO
- Other:

STEP 2: Return the following documents to the County:

- A **complete copy** of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.

Return the documents by one of the following methods:

Scan and email the Contract to: centralcontracts@multco.us

OR

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing
ATTN: Contracts
501 SE Hawthorne Blvd., Suite 125
Portland, Or 97214

STEP 3: No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Cyrus M. Lynch 503-988-7549 cyrus.lynch@multco.us

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Wendell Smith 503-988-2460

Email: wendell.smith@multco.us

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT #2
(Amendment to change Contract provisions during contract term.)

Contract Number: HD-IGA-E-690-2018-conv

This is an amendment to Multnomah County's Contract referenced above effective Wednesday, January 01, 2020 between Multnomah County ("County") and CLACKAMAS COUNTY ("Contractor"), referred to collectively as the "Parties".

The Parties agree as follows:

1. The following changes are made to Contract No.HD-IGA-E-690-2018-conv , Effective Wednesday, January 01, 2020:
2. The renewal term of this agreement has been extended from December 31, 2019 to December 31, 2022.
3. The estimated requirements funding under this Contract, including expenses, is \$2,000,000 for the contract period 01/20/20 through 2/28/2022. Funding amounts are subject to the limitations and requirements detailed in this Contract. County will unilaterally adjust funding as necessary to match service level requirements. The program funding or program deliverables for this contract may change during the contract term. The parties agree that the County will communicate changes to funding amounts or deliverables by letter to Contractor. The letter will include adjustments to funding amounts or deliverables stated in Exhibit 6 and Attachment F. The funding/deliverable change letter and updated Exhibit 6 and Attachment F will become part of this contract and be fully enforceable under the terms of this contract. County makes no guarantee as to the quantity of services or the total dollar amount of services that will be purchased with this Contract. Contractor shall not transfer Contract funds from one service to another without a Contract amendment or prior written County approval.
4. The maximum amount of the covered period of January 1, 2020 to December 31, 2020, including expenses, shall not exceed \$558,121.11 in accordance with the approved budget and/or price schedule, and the Contractor agrees to use its best efforts to perform the Work specified and all obligations under this Contract within such Contract ceiling price.
5. Intergovernmental Agreement HD-IGA-E-690-201 has been revised, updated, and is attached to this contract and shall replace all previous versions.
6. Exhibit 6: HIV Early Intervention Services & Outreach - CY20 Subcontractor Line Item Budget is attached and shall be incorporated into this agreement.
7. Attachment A is attached, and has been renamed as "State of Oregon IGA Agreement Number 155916-2 and Second Year Amendment". This amended Attachment A replaces all previous versions.
8. All other terms and conditions of the Contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: Deborah Katony
Date: 3/13/2020

Signature: _____

Print

Name: _____
Dept Director or _____
Date: _____

Designee: _____

Title: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By _____
Assistant County Attorney _____
Date: _____

Approved as to form by: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT

Contract Number HD-IGA-E-690-2018

This is an Agreement between CLACKAMAS COUNTY, acting by and through its Department of Health, Housing and Human Services Public Health Division (CCPHD), and Multnomah County (County), referred to collectively as the "Parties."

CCPHD ADDRESS: 2051 Kaen Road
CITY, STATE, ZIP: Oregon City, OR 97045

Contract Documents. This Contract includes the following attached documents: Exhibits and Attachments

Exhibit/Attachment Name	Description
Exhibit 6	Budget
Attachment A	State of Oregon IGA Agreement Number 155916 and First Amendment

PURPOSE:

The purpose of this agreement is to subcontract Oregon Health Authority funding to implement regional approach to ending the HIV epidemic including Washington, Multnomah, and Clackamas Counties. This funding is HIV Early Intervention and Outreach Grant (HIV EIO grant). Activities will support the following objectives:

- QI Educate and support HIV+ individuals identified through surveillance to engage in medical care, support, and harm reduction services.
- QI Provide partner notification services for EIO contracts, and provide EIO services to those who test positive.
 - (!) Educate individuals testing positive for gonorrhea and syphilis and offer them HIV testing, if status is unknown, and provide assistance to engage in medical care, partner notification and prevention activities (whichever is appropriate).
- QI Identify new HIV and Sexually Transmitted Infection (STI) cases among populations at risk.
- QI Increase identification of and engagement in care of people previously diagnosed.
 - (!) Create or expand resources or regional partnerships with organizations serving communities of color and rural communities to engage community members in HIV prevention

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2019 to December 31, 2019. This agreement may be renewed.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$482,189.
3. **RESPONSIBILITIES OF ALL PARTIES**
Funds provided under this agreement may only be used in accordance with State of Oregon IGA Agreement Number 155916 and First Amendment (Attachment A).

All parties to this /GA are jointly responsible to achieve the following deliverables:

- A Participate in Regional Collaborative Work Team to develop regional work related to: system work, coalition building, and provider training/outreach, reporting/evaluation.
- B. Align collaborative regional work with the values and governance agreements for regional efforts emerging from the Regional Public Health Leadership Group (RPHLG) and PH Modernization grant efforts.

- C. Participate in evaluation in the manner prescribed by Oregon Health authority (OHA) including collecting and reporting all data identified in current contract with OHA.
- D. Develop and participate in a performance management system established to monitor achievement of work plan activities, deliverables, and milestones, if needed beyond evaluation methods prescribed by OHA.
- E. Participate in training and evaluation calls and meetings per OHA grant requirements.
- F. Implement local and regional community engagement processes around testing and harm reduction needs/new strategies to engage people at-risk, especially within communities of color; including participating in RFP process to subcontract funds to community partner organizations reaching communities of color and rural populations. Collaborate with key Community Based Organizations (CBO) to improve services to people living with the human immunodeficiency virus (PLWH) born outside of the US to decrease isolation, and improve culturally specific access to mental health and addiction services.
- G. Create and implement local and regional plan to improve routine HIV testing at Federally Qualified Health Centers (FQHCs), free clinic sites, and urgent care providers.

4. ADDITIONAL CCPHD RESPONSIBILITIES

- A. Initiate contact with all HIV+ individuals referred by OHA Surveillance, assess client needs and offer needed health education and referrals, ensure linkage to and engagement with HIV medical care, interview newly HIV diagnosed clients and all known HIV+ clients with a new syphilis and/or gonorrhea diagnosis for sexual and needle sharing contacts and offer partner notification services,
- B. Educate contacts of clients who test negative for HIV about PrEP, offer them enrollment in Oregon Reminders, and as appropriate, refer them into PrEP assister services, where available, and other prevention services .
- C. Ensure that all reported gonorrhea or syphilis cases are offered HIV testing and partner notification and linkage services, and, as appropriate, referrals into PrEP and other prevention services.
- D. Identify high-risk populations and increase targeted testing services to twice weekly. Include full STI testing at current WC Beaverton Clinic site.
- E. Develop and implement outreach and identification strategies for PLWH who have fallen out of care.
- F. Assess client needs and offer needed health education and referrals, including assessment of basic needs such as housing, behavioral health, etc. and ensure linkage to and engagement with HIV medical care
- G. Expand inmate access to routine HIV/STI testing in CCPHD Jails system.
- H. Comply with all of the terms and conditions set forth in State of Oregon IGA Agreement Number 155916 (Attachment A).

5. RESPONSIBILITIES OF COUNTY. The County agrees to:

- A. Commit Regional Coordinator and other staff to convene, facilitate, and provide administrative support to Regional Collaborative Work Team processes and meetings.
- B. Develop systems for tracking other metrics not included in Orpheus, such as engagement in medical care, ensuring sharing of data between partners.
- C. Coordinate quarterly health and social services systems referrals training for Disease Intervention Specialist (DIS) with HIV medical case managers for all three counties.
- D. Develop a Quality Management Plan that shows how local data will be used for continuous quality improvement of EIO.
- E. Accept contacts, cases, and symptomatic individuals for HIV/STI testing, evaluation, and treatment at Regional STD Clinics. Provide direct scheduling access to DIS in all three counties. Clinical capacity will guarantee prompt evaluation and treatment of contacts.
- F. Initiate DIS case investigation, linkage, partner services, and risk reduction counseling for clients who test presumptively positive/positive at Regional STD Clinics regardless of county of residence, either on site of clinical STD services at time of visit or when notifying client of test

Results in order to capitalize on a trust relationship that has already been established. Refer contacts to DIS in contacts' county of residence.

- G. Regionally, develop and expand outreach to community providers to improve and increase services to include: PrEP access, testing and treatment practices, HIV testing in non- prevention clinic visits and develop referral pathways to county DIS.
 - H. Subcontract with Oregon Health Equity Alliance (OHEA) to support counties' engagement with community partners serving communities of color to increase HIV testing and linkage to care. Subcontract dedicated funds equitably across tri-county region to engage communities of color and rural communities in testing and linkage to care.
 - I. Analyze county and regional HIV, gonorrhea, and syphilis case data to enable field-based cluster testing in coordination with epis in each county, use CHIME IN data to focus testing opportunities.
 - J. Account for HIV EIO funds used for regional efforts separately from local efforts, annually assess need to reallocate regional funds to Clackamas and Washington Counties if underspent.
 - K. Establish regional process for community providers to access DIS for assistance with clients that have fallen out of care. Strategies will include increasing communication with health providers engaged in providing services to PLWH.
6. **TERMINATION.** This agreement may be terminated by either party upon 45 days written notice.
7. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CCPHD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CCPHD, its officers, employees and agents in the performance of this agreement.
8. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
9. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
10. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
11. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
12. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
13. **PAYMENT/BILLING.** All invoices must be billed to Multnomah County on a monthly basis and include the following information:
- A Invoice number and invoice date,
 - B Vendor name and address,
 - C Multnomah County contract number,
 - D Description of goods and/or services delivered,
 - E Detail units of measure, price per unit, extended amount per line items; and

F. Total invoice amount.

Please submit all invoices to HIV EISO Regional Coordinator, Sarah Fast at sarah.fast@multco.us and with a copy of the correspondence to Molly Steele at Molly.steele@multco.us by the 10th of the month following services.

- 14. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement **does not** constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
- 15. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D - Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making CCPHD a subrecipient of Federal funds), CCPHD shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, CCPHD will be notified via a certified letter within 30 days.

CFDA#	Program Title	Program Amount
N/A	N/A	N/A

16. **FISCAL REQUIREMENTS.** CCPHD agrees to the following if a Federal Funds Subrecipient:

- A. CCPHD agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractors Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the CCPHDr under this Contract shall be accessible to County upon request.
- B. CCPHD shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractors Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, CCPHD agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- C. CCPHD, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- D. CCPHD agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over CCPHD. Those rules require that the

Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- E. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the CCPHD's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

17. DATA USE.

- A The Parties agree to share the data identified in this contract, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in this contract for the purposes described in this contract.
- B The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.
- C If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
- (i) Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - (ii) Contractor acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. Contractor will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
 - (iii) Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT_SecurIty@multco.us.

(iv) Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.

D. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

18. ADDITIONAL TERMS AND CONDITIONS: N/A

19. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

HIV Early Intervention Services & Outreach - CY20 LPHA Line Item Budget
 (Name of LPHA)
 Complete all yellow shaded areas and cell values colored blue.
 For assistance, contact: Barbara Keepees, 971-673-0573, barbara.j.keepes@state.or.us
 County: Multnomah County
 Completed by: (include contact information): Yonas Biratu (yonas.biratu@multco.us)
 Completed: 1/6/2020 2080

IMPORTANT:
 1. This form must be completed by staff responsible for program budgets and fiscal monitoring.
 2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor.

Budget Categories	Description	(A) Services / Costs					
	Name & Title	Annual Salary & Fringe (Direct Services)	FTE based on 2080 hr work year	Rate / hr	Hrs / mo	# of mo. budgeted	Total
A) Personnel	Example Jane Doe, R.N.	\$38,750.00	0.50	\$18.63	86.67	12	\$19,375.00
	1 Arias Cuevas, Juan David, Disease Intervention Specialist	\$55,501.50	1.00	\$26.68	173.33	12	\$55,501.50
	2 Alba Moralla, Disease Intervention Specialist	\$54,182.50	1.00	\$26.05	173.33	12	\$54,182.50
	3 Nicki Holm, Disease Intervention Specialist	\$57,822.50	1.00	\$27.80	173.33	12	\$57,822.50
	4 Carlos Negrete, Disease Intervention Specialist	\$52,650.00	1.00	\$25.31	173.33	12	\$52,650.00
	5 Miriam Morehart, Disease Intervention Specialist	\$52,893.00	1.00	\$25.43	173.33	12	\$52,893.00
	6 David Zambrano, Disease Intervention Specialist	\$62,863.50	1.00	\$30.22	173.33	12	\$62,863.50
	7 Mary Batson, Disease Intervention Specialist	\$55,766.00	1.00	\$26.81	173.33	12	\$55,766.00
	8 Vacant, Disease Intervention Specialist	\$52,407.00	1.00	\$25.20	173.33	12	\$52,407.00
	9 Cassie Mapolski, Physician Assistant	\$135,020.00	0.30	\$64.91	52.00	12	\$40,506.00
	10 Porter, Sara, Lead Nurse Practitioner - STD & HRC	\$139,072.00	0.45	\$66.86	78.00	12	\$62,582.40
	11 Shorb, Katia, Nurse Practitioner STD and HRC	\$134,039.50	0.30	\$64.44	52.00	12	\$40,211.85
	12 Emilyya Longoria, STD Clinic Office Assistant 2	\$42,978.50	0.40	\$20.66	69.33	12	\$17,191.40
	13 Mitchell, Jaxon L, DIS Supervisor	\$79,010.00	0.43	\$37.99	74.53	12	\$33,974.30
	14 Marsha Brumbaugh, STD Clinic Operation Supervisor	\$55,042.50	0.60	\$36.46	104.00	12	\$33,025.50
	15 Vacant (Harm R. clinic), Community Health Specialist 2	\$47,099.00	1.00	\$22.64	173.33	12	\$47,099.00
	16 Kendra Stark, Community Health Specialist 2	\$47,099.00	0.40	\$22.64	69.33	12	\$18,839.60
	17 Bria Walker, Community Health Specialist 2	\$47,099.00	0.70	\$22.64	121.33	12	\$32,969.30
	18 Sarah Fast, Regional Manager	\$96,268.00	0.25	\$46.28	43.33	12	\$24,067.00
	19 Chris Hamel, Community-Based Testing Coordinator	\$61,121.00	1.00	\$29.39	173.33	12	\$61,121.00
	20 Allison Merrill, Clinic CMA	\$53,929.50	0.66	\$25.93	114.40	12	\$35,593.47
	21 Kathleen Miller, Clinic CMA	\$53,929.50	0.66	\$25.93	114.40	12	\$35,593.47
	22 Toevs, Kimberly E, Manager, Sr.	\$127,551.00	0.15	\$61.32	26.00	12	\$19,132.65
	23 Kelsi Knavel, Harm Reduction Program Supervisor	\$63,717.00	0.25	\$30.63	43.33	12	\$15,929.25
	24 Irina Grigorov, STD/CD Manager	\$111,407.50	0.30	\$53.56	52.00	12	\$33,422.25
	25 Vacant, Health Educator	\$57,685.00	0.35	\$27.73	60.67	12	\$20,189.75
	26 Jaime Walters, Research Analyst Senior	\$88,621.50	0.35	\$42.61	60.67	12	\$31,017.53
	27 Yonas Biratu, Finance Specialist 2	\$66,512.50	0.30	\$31.98	52.00	12	\$19,953.75
	28 Steele, Molly, Office Assistant/Sr	\$53,925.50	0.20	\$25.93	34.67	12	\$10,785.10
	29 Baird, Julie C, Health Assistant 1	\$43,183.50	0.40	\$20.76	69.33	12	\$17,273.40
	30 Ramirez De Navarro, Maria, Health Assistant 1	\$47,093.50	0.40	\$28.67	173.33	12	\$59,630.00
	31 Kinsley Jeanne Nurse Practitioner - STD & HRC	\$139,071.00	0.40	\$66.86	69.33	12	\$55,628.40
	32 Jenny Hampton, Executive Specialist	\$57,273.00	0.40	\$27.54	69.33	12	\$22,909.20
	33 Vacant - Regional EISO Project Coordinator	\$61,121.00	1.00	\$29.39	173.33	12	\$61,121.00
	34 Angelica Barron - Licensed Community Practical Nurse	\$51,803.50	0.20	\$24.99	69.33	12	\$20,794.40
	35 Marina Kuzmenkova CHN-TB, backs up OI and STD	\$84,139.00	0.30	\$40.45	52.00	12	\$25,241.70
	36 Vacant, Epi (Orpheus) Clerk / Program Tech	\$52,042.00	1.00	\$25.02	173.33	12	\$52,042.00
	37 On Call HIV Field Test, Disease Intervention Specialist	\$59,003.00	0.33	\$28.37	57.20	12	\$19,470.99
	38 Aubrey Daquiz, Community Engagement Coordinator	\$61,122.80	0.50	\$29.39	86.67	12	\$30,561.40
	39 Julie Lukesh, Harm Reduction Clinic Coordinator	\$63,024.18	0.30	\$30.30	52.00	12	\$18,907.25
	40 Joshua Arevalo, STD / CD Clinic OA Senior	\$48,372.83	0.30	\$23.26	52.00	12	\$14,511.85
	41 Catherine Walker, Community Health Nurse	\$85,458.50	0.20	\$41.09	34.67	12	\$17,091.70
	Total	\$2,857,921.30	22.78	\$1,380.12	4087.20		\$1,492,473.86

B) Fringe Benefits	Personnel Costs	Fringe Benefit Rate %	Total:
	\$1,492,473.86	69.66%	\$ 1,039,657.29

C) Travel	Item	Detail	Total
		Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.58 / mile. Do not budget mileage on county owned cars. Include all required travel as detailed in the budget guidance.	
	1	Oregon Epidemiologist Conference & EISO Meeting (2 people - 4 days, and 6 people - 5 days) Mileage (3 cars, 392 miles @ \$ 0.58/mile) = \$682.08 Hotel Costs (2 people, 3 nights) (6 people, 4 nights) GSA rate \$115/night = \$3,450 Per diem (2 people @ \$61/day, 4 days; 6 people @ \$61/day, 5 days) = \$2,318 Registration: Free	\$6,450.08
	2	The National Coalition of STD Directors Annual DIS Meeting: 2 FTE (Jaxon M. & David C.) Airline: \$ 553 RT flight x 2 FTE = \$ 1,106 Hotel: \$157 per night x 4 nights x 2 FTE = \$ 1,256 Per Diem: \$71 per day x 4 days x 2 FTE= \$ 568 Registration: \$ 1,150	\$4,080.00
	3	National Latino HIV and Hepatitis C Conference: 1 FTE (Carlos) Airline Ticket: \$580 Hotel: \$96 per night x 3 nights x 1 FTE = \$ 288 Per Diem: \$76 per day x 3 days x 1 FTE= \$ 228 Registration: \$ 500	\$1,536.00
	4	National Conference for HIV, HCV, STI, and LGBQ Health: 1 FTE (Marsha B.) Airline Ticket: \$600 Hotel: \$275 per night x 2 nights x 1 FTE = \$ 550 Per Diem: \$76 per day x 3 days x 1 FTE= \$ 228 Registration: \$ 295	\$1,673.00
	5		\$0.00
	Total		\$13,739.08

Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved.

D) Equipment		Item	Detail	
		1		\$0.00
		3		\$0.00
		Total		\$0.00
List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award.				
E) Supplies		Item	List item and cost	
		1	General supplies Paper, pens, folders, staplers, tape, scissors, paper clips, computer equipment, software Office supplies for EISO staff and for high risk clinics based on historical expenditures)	\$3,561.66
		2	Sanitization supplies (sani-cloth wipes, hand sanitizer, alcohol prep pads) and heat packs. Bandages, Blood Collection, Draw Stations & Accessories, Glove Dispensers, Gloves, IV Poles, Needles for phlebotomy, Sharps Containers for phlebotomy, Tubes & Safety Devices for phlebotomy, Phlebotomy Labels, Phlebotomy Totes, Phlebotomy Trays, Tourniquets, and Phlebotomy Wedge Antimicrobial Coating.	\$1,256.00
		3	For outreach settings: specimen transport supplies (coolers, freezer packs, ziplock bags), lockable bags for transporting PHI, waste	\$0.00
		4		\$0.00
		Total		\$4,817.66
List all consultant costs and area in which consultative services to be provided				
F) Consultants		Summarize cost for each consultant		
		1	NW ATTC (Motivational interview Training)	\$3,132.00
		2		\$0.00
		Total		\$3,132.00
List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Any costs that are allocated costs must include allocation method.				
G) Other		Item	Detail	
		1	Outreach cost (Latin Wom HIV testing campaign (social media, TV, radio) Scruff \$500 Bustos \$500 Univision \$3499	\$4,499.00
		2	Data Processing & IT Services - County IT charges \$7,654 per FTE for desktop, desktop support, software, etc. (\$7,654 * 22.78 = \$174,358.12)	\$174,358.12
		3	Telephone costs - The cost of internal lines with single-line phones and cell phone with internet service (\$893.78 annually per FTE (\$893.78 * 22.78 FTE = \$20,360.31)	\$20,360.31
		4	Printing	\$1,942.00
		5	Accurint licenses	\$4,320.00
		6	Tableau license	\$840.00
		7	community outreach events: sponsorship, tabling fees (Detail info attached)	\$1,501.00
		8		\$0.00
		Total		\$207,820.43
List all subcontracts, submit a separate line item budget for each contractor				
H) Contractual		Item	Subcontracted Agency	
		1	Washington County	\$1,359,478.38
		2	Clackamas County	\$558,121.86
		3	Cascade AID Project (HIV Testing)	\$50,000.00
		4	QUEST	\$30,622.18
		5	Latino Network	\$30,000.00
		6	TBD Community Testing	\$20,000.00
		7	Rural and/or Communities of Color engagement, health education, literacy, HIV test promotion (regional)	\$70,000.00
		8	Local Latinx and other COC/immigrant communities engagement, health education, literacy, HIV test promotion (regional)	\$50,000.00
		Total		\$2,168,222.42
Sum of A - H				
I) Total Direct Costs		Total		\$4,929,862.73
Indirect costs are those costs that are incurred for common or joint purposes and not attributable exclusively and directly to the HIV program.				
J) Indirect Costs		Item		
		Total		\$293,474.00
		Total		\$5,223,336.73

586404.8

Agreement Number 155916



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Multnomah County
426 SW Stark
Portland, OR 97204
Telephone: 503-988-8764
Attention: Kim Toevs
E-mail address: kim.e.toevs@multco.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Public Health Division
Center for Public Health Practices, HST Section
800 NE Oregon Street, Suite 1105
Portland, Oregon 97232
Agreement Administrator: Adele Broberg
Telephone: 971-673-1395
E-mail address: adele.m.broberg@state.or.us**

1. Effective Date and Duration.

This Agreement, when fully executed by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or on **January 1, 2018**, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2022**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

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

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

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

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

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, except travel expenses for the Kick-Off Meeting per Sections 2.3.1 and 3.4 of Exhibit A, Part 1: Statement of Work, is **\$2,960,015.00**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination.

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

County is a sub-recipient County is a vendor Not applicable

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

5. **County Data and Certification.**

a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 426 SW Stark St

City, state, zip code: Portland, OR 97204

Email address: Kim.e.toevs@multco.us

Telephone: (503) 988-8764 Facsimile: ()

Proof of Insurance:

Workers' Compensation Insurance Company: Self Insured

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by OHA or OHA designee.

b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

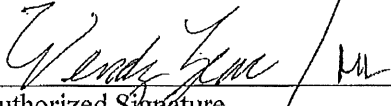
EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE
EFFECTIVE DATE OF THIS AGREEMENT.

6. Signatures.

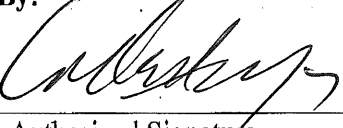
Multnomah County

By:

	DIRECTOR, HEALTH DEPT	1/18/2018
Authorized Signature	Title	Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

	Center Administrator	3-6-18
Authorized Signature	Title	Date

Approved for Legal Sufficiency:

<i>Jeff Wahl, AAG via email</i>	1/8/2018
Assistant Attorney General	Date

Office of Contracts and Procurement:

<i>John F. Gardner</i>	3/6/18
Contract Specialist	Date

EXHIBIT A

Part 1 Statement of Work

1. Purpose:

The purpose of this Agreement is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown, but are at significant risk of HIV acquisition. County shall perform services under the Health Resources and Services Administration (HRSA)-approved Service Categories of Early Intervention Services and Outreach Services. Ryan White Part B program funds will be used to support County's HIV Early Intervention and Targeted Outreach Services over the next five years. These funds have been allocated on a time-limited basis to support the establishment and/or enhancement of existing intervention and outreach services to people living with and at risk for HIV in communities that could most benefit. For the purpose of this Agreement, the continuum of these services (Early Intervention and Outreach Services) will be referred to as EIO Services;

Definitions:

- **Early Intervention Services**, as defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- **HRSA** is the United States Health Services & Resources Administration, which funds the Ryan White CARE Act.

Outreach Services, as defined by HRSA/Ryan White Program Guidance, "are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.

- **PLWH** means people living with the human immunodeficiency virus.
- **Program Income** means gross income earned by the County and its subcontractors that is directly generated by activities funded in this contract.
- **Pre-exposure prophylaxis (or PrEP)** is an HIV prevention approach in which people at very high risk for HIV take HIV medicines daily to lower their chances of getting infected. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- **STI** means Sexually Transmitted Infections.

HRSA/Ryan White Program funds are intended to supplement, not supplant, existing services intended to achieve the same outcomes and must be provided in coordination with local prevention efforts. This Agreement supports Oregon's End HIV Oregon goals of testing, prevention, and treatment. (See <https://www.endhivoregon.org/>)

This Agreement will provide funding for County's EIO services outlined in the Statement of Work for a maximum of five years. Services provided must align with Oregon's Integrated HIV Prevention and Care Plan, 2017-2021. This Agreement is not renewable after the maximum five-year period.

2. Required County Services: County shall provide the following services.

2.1 Outreach Services

2.1.1 Purpose:

The purpose of Outreach Services is to identify individuals who:

- Do not know their HIV status and refer them to services to help them learn their status
- Know their HIV-positive status and are not in care and help them connect to HIV care and services

2.1.2 Eligibility:

To qualify, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

2.1.3 Activities:

Activities outlined below must be:

- Planned in coordination with local HIV prevention outreach programs to avoid duplication of effort
- Targeted to communities or local establishments that are frequented by members of any populations at disproportionate risk for HIV infection (no broad-scope awareness activities)

2.1.3.1 Outreach Activities: In general, outreach activities are client engagement strategies delivered in community-based settings. Specific activities to be defined by County, as described in initial proposal and addenda.

2.1.3.2 Follow up on contacts of PLWH with a new syphilis or gonorrhea diagnosis: County will interview all known PLWH with a new syphilis and/or gonorrhea diagnosis to elicit sexual (and needle sharing) contact information and offer partner notification services. All contacts will be offered needed services, including HIV and STI testing. During the process of offering partner services, County will also offer PLWH assessment, health

literacy/education, referrals, and linkage to care services, as appropriate, and as described in EIS, Section 2.2 below.

2.1.3.3 Reconnecting previously diagnosed, but out of care: County will build capacity for delivering EIO Services (as described below, in Sections 2.2) in Years 2-5 to clients who were previously diagnosed HIV positive, but have fallen out of care (e.g., referred by OHA Surveillance through Data-to-Care efforts, ADAP terminations, or other means).

2.1.3.4 Referral to Early Intervention Services, HIV Counseling and Testing Services, and Partner Services, as appropriate: County shall ensure that the following groups of individuals receive needed services, to include HIV testing, EIS, and/or partner services. (Partner services includes interviews for sex and needle sharing partners, offers to conduct partner notification, and provision of HIV and STI testing to all contacts):

2.1.3.4.1 Individuals of unknown HIV status with a new syphilis and/or rectal gonorrhea diagnosis

2.1.3.4.2 Individuals with a new HIV or STI diagnosis identified through EIO Services activities.

2.2 HIV Early Intervention Services

2.2.1 Purpose

The purpose of HIV Early Intervention Services is to identify people living with HIV, refer them to services, link them to care and provide health education and literacy training to assist with navigating HIV care and support services

2.2.2 Eligibility

2.2.2.1 To qualify for HIV Counseling and Testing, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection

2.2.2.2 To qualify for additional services under EIS, individuals must have a documented positive HIV status and self-attest to being a resident of Oregon.

2.2.3 Activities

2.2.3.1 HIV Counseling & Testing: County shall provide HIV Counseling and Testing to individuals at elevated risk, as described below. Individuals who test positive for HIV will be offered all of the EIO Services described in 2.2.3.2 through 2.2.3.5; contacts who test negative will be educated about PrEP, offered enrollment

in Oregon Reminders, and as appropriate, referred into PrEP navigation and other prevention services.

2.2.3.1.1 Outreach testing: County will offer outreach testing for HIV and STIs to populations at risk, with a focus on unmet local needs, underserved populations, and populations disproportionately impacted by HIV/STI. Outreach testing may be delivered in a variety of ways, depending on local needs, but should meet the following HRSA guidelines: “targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior and conducted at times and in places where there is a high probability that individuals with HIV will be reached.”

2.2.3.1.2 HIV testing of individuals with a new syphilis or rectal Neisseria gonorrhoea diagnosis.

2.2.3.2 Initial contact & enrollment in EIO Services: County shall initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. County will enroll clients and/or document reasons for non-enrollment.

2.2.3.3 Assessment and referral: County shall assess client needs related to sexual health, STI testing, HIV prevention, service needs, and basic life challenges that may interfere with participation in services (e.g., housing, food, alcohol & drug use). County will refer and connect client to services that will facilitate linkage to HIV case management, CAREAssist, medical care, and other services such as syringe exchange, transportation, STI testing, etc.

2.2.3.4 Health literacy/education: County shall provide needed education to clients in relevant areas, such as navigating HIV services, including eligibility and application and identifying appropriate providers; HIV/STI prevention; harm reduction; basic HIV medical information; and importance of medical care, adherence to antiretroviral therapy, and viral suppression.

2.2.3.5 Linkage to care: County will ensure linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral, and ensuring participation in at least 2 visits for HIV medical care, by coordinating with the existing HIV case management system. Depending on client needs and local systems, County may refer HIV+ individuals into existing case management services via active referral OR may play a more active role in ensuring linkage to HIV medical care (e.g., driving the HIV+ individual to first appointment).

2.3 County Meetings/Learning Community

2.3.1 County meetings/Learning community: County shall participate in all required meetings, sending at least one key staff member from each key partner organization. These meetings shall include:

- (1) An Initial Kick-Off Meeting in early 2018, held in Portland. OHA will reimburse County for pre-approved travel expenses for attending the Kick-Off Meeting pursuant to Section 128 of the Statewide Travel Policy of the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>).

Pre-approved travel expenses for the Kick-Off Meeting are not included in the maximum not-to-exceed amount payable to County under this Agreement stated in Section 3. Consideration.

Accordingly, the costs for such travel expenses are not included in the approved budget set forth in Section 2 of Exhibit A, Part 2 Payment and Financial Reporting.

- (2) Quarterly Case Review Conferencing Meetings, held via remote technology. Case review conferences will be a systematic review of the management and outcomes of EIO Services clients and their contacts, with information presented by the LPHA staff, and group conference facilitated by OHA staff. All LPHAs will have opportunities to present EIO Services cases through participation in the quarterly case conferences review. If the LPHA is unable to present their EIO Services case at the designated time, other arrangements shall be made in collaboration with OHA.
- (3) Annual meetings with Counties, schedule to be determined.

2.4 Quality Improvement, Contract Monitoring, and Evaluation

2.4.1 County shall participate in contract monitoring activities, including participation in periodic reviews and submission of required reports.

2.4.2 County shall participate in periodic qualitative evaluation activities, such as surveys, interviews, and submission of success stories.

2.5 Other Locally-Defined Activities

County shall accomplish other locally-defined tasks, as defined in the County's Project Implementation Plan (attached hereto as Attachment #1 and incorporated herein).

2.6 Support of General End HIV Oregon Activities

County and any sub-contractor of County under this Agreement must promote and actively participate in the Oregon Health Authority End HIV Oregon initiative. Required activities include:

- (1) Participation by one or more sub-recipient/sub-contractor representative(s) in the HIV/VH/STI Integrated Planning Group;
- (2) Displaying the End HIV Oregon logo and website link on sub-recipient and sub-contractor websites;
- (3) Providing sub-recipient and sub-contractor logo for inclusion on the End HIV Oregon website; and
- (4) Ensuring that any promotional materials developed related to services funded by this Agreement includes information about the End HIV Oregon initiative, including the logo and website address.

3. Deliverables and Description of Outcomes

3.1 Initial Enrollment Data: The following HRSA-required data elements must be collected for all clients receiving services: HIV status and Residency. For purposes of this requirement, client self-reported residency documentation is permissible.

3.2 Early Intervention & Outreach Services/Orpheus-Based Service Measures. County shall enter the following data elements into Orpheus on an ongoing basis. OHA will modify the existing system to include an EIO Services data table, and County shall run reports on the schedule delineated in (4) Delivery Schedule section below:

3.2.1 HIV Clients/HIV Positive Status

- EIO Services Program Measures: EIO Services client (Yes/No/Refused), EIO Services Start Date, EIO Services Closed Date, Reason not enrolled (if not enrolled), Event (since HIV+ clients could be enrolled in EIO Services more than once);
- Oregon Reminders referral: (Yes/No);
- Service referrals given: there will be an option table with Yes/No responses (e.g., alcohol & drug treatment, syringe exchange, mental health);
- Health education provided: (Yes/No)
- HIV Contacts: HIV test given, testing for other STIs, PrEP referral, subset of risk questions, disposition (outcome) of contact documented.

3.2.2 Syphilis or Gonorrhea Clients, HIV Status Unknown

- EIO Services Program Measures: EIO Services client (Yes/No/Refused), EIO Services Start Date, EIO Services Closed Date, Reason not enrolled (if not enrolled)
- PrEP navigation referral: (Yes/No)

- Oregon Reminders referral: (Yes/No)
- Service referrals given: there will be an option table with Yes/No responses (e.g., alcohol & drug treatment, syringe exchange, mental health)
- HIV test (rapid or conventional): test given (Yes/No), test result
- STI contact information: HIV test given, testing for other STIs, PrEP referral, subset of risk questions, disposition (outcome) of contact documented.

3.2.3 Early Intervention & Outreach Services/Orpheus-Based Outcome Measures. OHA HIV Surveillance will run ongoing reports from the Oregon Public Health Epidemiology User System (ORPHEUS) indicating number of HIV+ EIO Services clients who have received CD4 and viral load testing to measure EIO Services client linkage to care. Reports will be made available to County for quality improvement purposes.

3.3 Early Intervention & Outreach Services/sHIVER-Based Service Measures

3.3.1 County shall record all HIV tests conducted as part of EIO Services on the OHA HIV Test Request Form (OHA 0044); OHA will modify the OHA HIV Test Request Form (OHA 0044) to include a variable for EIO Services.

3.3.2 All data elements from OHA 0044 will be entered into sHIVER or provided to OHA via another OHA-approved method on a quarterly basis.

3.4 County Meetings and Learning Community: County shall participate in all required meetings set by OHA, by having at least one key County staff member attend each meeting. These meetings shall include documentation of attendance and participation at the following meetings:

- An initial kick-off meeting in early 2018, held in Portland.

OHA will reimburse County for pre-approved travel expenses for attending the Kick-Off Meeting pursuant to Section 128 of the Statewide Travel Policy of the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>).

Pre-approved travel expenses for the Kick-Off Meeting are not included in the maximum not-to-exceed amount payable to County under this Agreement stated in Section 3. Consideration. Accordingly, the costs for such travel expenses are not included in the approved budget set forth in Section 2 of Exhibit A, Part 2 Payment and Financial Reporting.

- Quarterly case review conferencing meetings, held via remote technology. Presentation of an EIO Services case on a regular basis, schedule to be determined by EIO Services learning community, counties and OHA.
- Annual contractor meetings, schedule and location(s) to be determined.

- 3.5 Quality Improvement, Contract Monitoring, and Evaluation:** County will submit all required reports on templates provided by OHA on the schedule delineated below in Section 3.7 Deliverables and Reporting Schedule.
- 3.6 Other Locally-Defined Activities:** County will develop the following items based on the County Project Implementation Plan (Attachment #1):¹ a work plan, logic model, and performance management plan. Assistance developing these items will be provided by OHA at the initial EIO Services kick-off meeting. Items will be due on 3/31/18, per the Delivery Schedule provided in Section 3.7 below.

¹ The Project Implementation Plan is a general statement of how County will implement EIOS activities.

3.7 Deliverables and Reporting Schedule.

County shall submit the following deliverables to the OHA Agreement Administrator on a quarterly basis, according to the following schedules. All deliverables are subject to OHA review and approval.

Year 1 Schedule:

Quarter:	Delivery Due by:	Required Deliverable or Report:
1	3/31/18	Work plan, logic model, performance management plan, description of progress hiring staff and executing agreements with subcontractors
2	7/31/18	EIO Services Data Report, EIO Services Progress Report, testing data entered into sHIVer or equivalent
3	10/31/18	EIO Services Data Report, EIO Services Progress Report, testing data entered into sHIVer or equivalent
4	1/31/19	EIO Services Data Report, EIO Services, Progress Report, testing data entered into sHIVer or equivalent Updated Work Plan, Logic Model, and Performance Management Plan

Years 2-5 Schedule:*

Quarter:	Delivery Due by:	Required Deliverable or Report:
1	4/30 of each year (2019-2022)	EIO Services Data Report, EIO Services Progress Report, testing data entered into sHIVer or equivalent
2	7/31 of each year (2019-2022)	EIO Services Data Report, EIO Services Progress Report, testing data entered into sHIVer or equivalent
3	10/31 of each year (2019-2022)	EIO Services Data Report, EIO Services Progress Report, testing data entered into sHIVer or equivalent
4	1/31 of each year (2020-2022)	EIO Services Data Report, EIO Services Progress Report, testing data entered into sHIVer or equivalent (Years 3-5) Updated Work Plan, Logic Model, and Performance Management Plan (Years 3-4 only)

***Note:** No County obligation to OHA and no OHA obligation to County will arise for any period after Year 1 unless and until an OHA-approved budget for

that subsequent period has been incorporated into this Agreement by an amendment.

4. Billing for Services; OHA Pre-approval Requirement

If County intends to seek reimbursement for services funded under this Agreement from another payer, County must receive pre-approval from OHA. County shall:

- Return income generated by services funded by this Agreement to the County EIOS program
- Utilize income generated by services funded by this Agreement in accordance with the services described in Section 2 Required County Services; and
- Document and report the income generated by services funded by this Agreement to OHA on a semi-annual basis.

5. Disallowed Activities and Services:

Funds and program income generated by services performed under the Agreement shall not be used for the activities and services listed below:

- Direct payment of cash to service recipients. This includes general-use gift cards and other cash incentives;
- Broad-scope awareness activities about HIV services meant to target the general public;
- Purchase of vehicles without prior authorization from the contract monitor or delegate, identified herein;
- Maintenance of privately owned vehicle: No use of Ryan White funds for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees (**Note: This restriction does not apply to vehicles operated by organizations for program purposes**);
- Employment and employment-readiness services;
- Lobbying activities, to include attempts to influence members of Congress and other Federal personnel;
- Programs or materials designed to promote or directly encourage intravenous drug use or sexual activity;
- Clothing;
- Funeral, burial, cremation or related expenses;
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied);
- Household appliances;
- Pet foods or other non-essential products;
- Off-premise social/recreational activities or payments for a client's gym membership;
- Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
- Pre-exposure prophylaxis medications;

- HIV test kits; and
- Sterile needles or syringes for the hypodermic injection of any illegal drug.

County shall ensure the appropriate use of funds provided under this Agreement and compliance with the above requirements as follows:

- County's internal policies and procedures, memorandums of understanding, subcontracts and agreements shall document that the activities listed in Section 5. above are disallowed and prohibited under this Agreement; and
- County shall allow OHA to review County's subcontracts, work plans, budgets, and policy, financial and procedural documents.

Attachment 1 to Exhibit A, Part 1 Statement of Work: County's Project Implementation Plan

**MCHD Regional STD Clinic includes satellite site with DIS Present (Harm Reduction Center) for Objectives 1,2,3,5. For Objective 4 includes also includes sites for community-based testing targeting populations at risk.*

Implementation Plan

Project Goal: Identify individuals that do not know their HIV status; quickly linking people who test positive for HIV to care, and ensuring continuity of care through initial viral suppression and transfer into standard HIV case management.		
Start-up/Infrastructure Objective: Develop necessary infrastructure for implementation		
Key Activities/Tasks	Timeline	Responsible Person
Hire Staff	12/31/17	MCPM, WCPS CCPM
Set-up Grant Accounting System	12/31/17	MCPM
Get sub-contracts in place	12/31/17	MCPM, WCPS, CCPM
Develop Regional Collaborative Work Team to further develop regional work related to: system work, coalition building, provider training/outreach and reporting/evaluation	12/31/17, monthly	MCPC in partnership with WC and CC
Develop systems for tracking other metrics not included in Orpheus, such as engagement in medical care, ensuring sharing of data between partners	12/31/17	MCPC in partnership with WC and CC
Report all required data elements, as described in the EIO Metrics	As required	MCPC, MCRA
Participate in periodic qualitative evaluation conducted by OHA	As requested	MCPC, MCRA, WCPM, CCPM
Develop regional and county-specific sustainability plans for maintaining EIO services beyond the 5-year funding period and review, modify, and update the plan as needed on a yearly basis, ensuring partnership development as an element of EIO sustainability	9/30/18	MCPC in partnership with WC and CC
Develop a Quality Management Plan that shows how local data will be used for continuous quality improvement of EIO	12/31/17	MCRA in partnership with WC and CC
Quarterly health and social services systems referrals training for DIS with HIV medical case managers in all three counties	Beginning, 12/31/17, quarterly	MCPC in partnership with WC and CC
Objective One: Educate and support HIV + individuals identified through surveillance to engage in medical care, support and harm reduction services		
Key Activities/Tasks	Timeline	Responsible Person
Accept referrals of HIV positive individuals from HIV surveillance	Beginning 1/1/18	MCDIS, CCDIS, WCDIST
Initiate contact with all HIV+ individuals referred by OHA Surveillance (excluding cases where diagnosing provider and LPHA are the same entity)	Beginning 1/1/18, within 72 hours of referral	MCDIS, WCDIST CCSDIS, CCDIS
Assess client needs and offer needed health education and referrals, including assessment of basic needs such as housing, behavioral health, etc. (Refer to Social Worker, WCCHW as appropriate)	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
Ensure linkage to and engagement with HIV medical care, and ensure participation in at least two visits for HIV medical care, by coordinating with the existing HIV case management system.	Beginning 1/1/18, within 30 days of referral	MCDIS, WCDIST, CCSDIS, CCDIS
Provide motivational interviewing and other readiness interventions as appropriate	Beginning 1/1/18	MCSW
Interview EIO clients for sexual and needle sharing contacts and offer partner notification services.	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
Initiate DIS case investigation, linkage, partner services and risk reduction counseling for clients who test presumptively positive at the MCHD Regional STD clinic and WC and CC testing sites regardless of county of residence – refer contacts to DIS in contacts' county of residence	Beginning 1/1/18	MCDIS, WCDIST, CCSDIS, CCDIS
Provide follow up on DIS case investigation, linkage, partner services and additional risk reduction counseling for clients who test	Beginning 1/1/18	WCDIST CCDIS

presumptively positive and were referred by MCHD.		
Objective Two: Provide partner notification services for EIO contacts, and provide EIO services to those who test positive		
Key Activities/Tasks	Timeline	Responsible Person
Notify, and provide or ensure provision of HIV and STI testing to all contacts of EIO clients	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
Provide all services under Objective One to all contacts of EIO clients who test positive for HIV	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
Educate contacts of EIO clients who test negative for HIV about PrEP, offer them enrollment in Oregon Reminders, and as appropriate, refer them into PrEP assister services, where available, and other prevention services.	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
MCHD Regional STD Clinic will accept contacts for HIV/STI testing. DIS in all three counties will have direct access to the web-based scheduling system for the MCHD Regional STD Clinic to make appointments. Clinical capacity will guarantee prompt evaluation and treatment of contacts. (Contacts may also choose to test with own provider or at public health testing sites in CC and WC)	Beginning 1/1/18	MCNP, MCCHS
MCHD Regional STD Clinic, and CC and WC testing sites, will initiate DIS case investigation, linkage, partner services, and risk reduction counseling for clients who test presumptively positive/positive regardless of county of residence, either on site at time of visit or when notifying client of test results in order to capitalize on trust/relationship already established – refer contacts to DIS in contacts' county of residence	Beginning 1/1/18	MCDIS, WCDIST, CCDIS, CCSDIS
Provide follow up on DIS case investigation, linkage, partner services and provide additional risk reduction counseling for clients who test presumptively positive and were referred by MCHD, CC or WC	Beginning 1/1/18	MCDIS, WCDIST, CCSDIS, CCDIS
MCHD Regional STD Clinic and County DIS will provide referrals, education, and linkage to HIV prevention services including PrEP, as appropriate.	Beginning 1/1/18	MCDIS, WC DIST CCSDIS, CCDIS
Regionally, develop and expand outreach to community providers to improve and increase services to include; PrEP access, testing and treatment practices, HIV testing in non-prevention clinic visits and develop referral pathways to county DIS	Beginning 1/1/18	MCPC in partnership with WC and CC
Include license for Accurant software and DMV searches to conduct HIV/STI follow up.	Beginning 1/1/18	WCDIST, CCPM
Objective Three: Educate and encourage individuals testing positive for gonorrhea and syphilis to know their HIV status, if status is unknown, and engage in medical care, partner notification, and prevention activities.		
Key Activities/Tasks	Timeline	Responsible Person
Ensure that all reported gonorrhea or syphilis cases are offered HIV testing and partner notification and linkage services, and, as appropriate, referrals into PrEP and other prevention services. If diagnosing provider did not provide HIV testing provide testing or refer to services (through public health STD clinical services in any of the three counties, DIS field visit, or, as last resort, mailing home HIV test kit (MCHD)). Work with community providers to ensure that HIV testing is included with testing for other STIs.	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
At MCHD Regional STD Clinic and WC and CC testing sites, provide HIV test at time of presumptive/positive diagnosis for gonorrhea or	Beginning 1/1/18	Testing site staff

syphilis.		
Interview all known HIV+ clients with a new syphilis and/or gonorrhea diagnosis to elicit sexual (and needle sharing) contact information and offer partner notification services and refer clients who are not engaged in medical care and/or HIV case management into EIO services as outlined above. Contacts will be referred to DIS in the corresponding county of residence	Beginning 1/1/18	MCDIS, WCDIST CCSDIS, CCDIS
Objective Four: Identify new HIV and STI cases among populations at risk by providing targeted HIV testing		
Key Activities/Tasks	Timeline	Responsible Person
Convene community engagement process around testing and harm reduction needs/new strategies to engage people at-risk, especially within communities of color	By 9/30/18	MCPC, WCPC, CCPM
Use "Chime In" findings to target HIV testing	On-going	MCPC, MCRA
MCHD will increase targeted testing by 2-3 days per targeting populations at-risk	Beginning 1/1/18	MCNP MCCHS
Increase testing services to twice weekly. Include full STI testing at current WC Beaverton Clinic site. Testing sites will increase targeted testing to those at high-risk.	Beginning 1/1/18	WCCHNS
Provide outreach, testing, and referral services to improve HIV prevention and care for substance users.	Beginning 1/1/18	WCPC
Using DIS and contracted testing services, CCPHD will identify high-risk populations (e.g. Corrections, those engaged in harm reduction services, MSM, etc.) and increase targeted testing	Beginning 1/1/18	CCSDIS CCDIS
Provide incentivized testing offered to all users of needle exchange services at outdoor mobile sites	Beginning 1/1/18, Quarterly	MCCHS MCDIS
Conduct outreach to agencies serving at-risk populations (e.g. sex workers) to work with them to refer clients to incentive-based HIV testing at Regional STD clinic, Harm Reduction Center or access point of choice	Beginning 1/1/18	MCCHS in partnership with WC and CC
MCHD research analyst will analyze county and regional HIV, gonorrhea, and syphilis case data to enable field-based cluster testing in coordination with epis in each county	By 3/1/18, quarterly	MCRA
Implement a plan to improve routine HIV testing at FQHCs, free clinic sites, and urgent care providers.	Beginning 1/1/18	WCPC
Expand inmate access to routine HIV/STI testing in Washington County Jails system.	Beginning 7/1/2018	WCPC
Objective Five: Increase identification of and engagement in care of people previously diagnosed positive, but have fallen out of care.		
Develop outreach and identification strategies for PLWH who have fallen out of care.	Beginning 10/1/2018	MCPM, MCLDIS WCDIST, CCSDIS, CCDIS, CCE
Assess client needs and offer needed health education and referrals, including assessment of basic needs such as housing, behavioral health, etc.	Beginning 10/18	MCLDIS, WCDIST CCSDIS
Ensure linkage to and engagement with HIV medical care, and ensure participation in at least 2 visits for HIV medical care, by coordinating with the existing HIV case management system, and/or using CAREWare, health system EHR access, and ORPHEUS data systems.	Beginning 10/1/2018	MCLDIS WCDIS CCSDIS

Establish regional process for community providers to access DIS for assistance with clients that have fallen out of care. Strategies will include increasing communication with health providers engaged in providing services to PLWH.	Beginning 10/1/2018	MCPC in partnership with WCPH and CCHD
Collaborate with key CBOs to improve services to PLWH born outside US to decrease isolation, and improves culturally specific access to mental health and addiction services.	Beginning 10/1/2018	WCPC

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Payment Provisions.

- a. County shall send monthly invoices to OHA's Contract Administrator at the address specified on Page 1, or to any other address as OHA may indicate in writing to County. County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Monthly invoices are to include expenditures for each of the main budget categories – Staffing (by name, including salary and fringe benefits for each staff member charging time to this Agreement), Travel, Supplies, Other, Subcontracts, Equipment & Indirect Costs.

- b. **Note re: Subcontracts:** in accordance with Section 20. of Exhibit B, County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent, and County is not entitled to these funds prior to OHA's approval of subcontract(s) and OHA's acceptance of County's invoice for the subcontracted work. All invoices for completed subcontractor work shall include a copy of each subcontractor's invoice to the County for that work, unless County has provided OHA a copy of the subcontract for the subcontractor's work.
- c. **Note:** This Agreement/Contract expires on December 31, 2022 and is one-time only funding. County shall ensure plans are in place to address loss of funding after expiration of this Agreement.
- d. OHA will reimburse County for expenses incurred in performing the Services as described in **Exhibit A, Part 1, Statement of Work** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the total budget amount for the subject period are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but County shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the total budget amount for the subject period between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- 2. County's Budget for expenditures for Year 1 through December 31, 2018 is set forth below.* Proposed Budgets for expenditures for Years 2 through 5 are due from County by October 31 of each year.

Note: No County obligation to OHA and no OHA obligation to County will arise for any period after Year 1 unless and until an OHA-approved budget for that subsequent period has been incorporated into this Agreement by an amendment.

***Approved 12-month Budget for Year 1 through December 31, 2018:**

Multnomah County IGA Early Intervention & Outreach Services End HIV Oregon		
Budget Year 1: January 1, 2018 - December 31, 2018		Amount
Salaries:		\$ 703,255
HIV/HCV/STI Director, 0.10 FTE		
STD Clinic Manager, 0.20 FTE		
Harm Reduction Program Manager, 0.10 FTE		
Lead Disease Intervention Specialist, 0.50 FTE		
Disease Intervention Specialists, 3.0 FTE		
Linkage to Care Coordinator, 0.50 FTE		
Nurse Practitioner, 1.0 FTE		
STD Clinic Coordinator, 0.40 FTE		
Regional Program Coordinator, 1.0 FTE		
Community Health Worker, 3.7 FTE		
Health Educator/Community Outreach Coordinator, 0.60 FTE		
Research & Evaluation Analyst, 0.50 FTE		
Office Assistant 2, 1.0 FTE		
Fringe Benefits		\$475,714
Travel:		\$16,050
General mileage for program work, 23,039 miles @ \$0.535/mile	\$12,326	
Four new staff members to attend OR-Epi		
Lodging @ \$154.83/night x 3 nights x 4 people	\$ 1,858	
Per Diem @ \$59 / day x 4 days x 4 people	\$ 944	
Mileage or Car Rental Costs @ 675 miles @ \$0.535 / mile x 2 cars	\$ 722	
Registration fees @ \$50 per person x 4 people	\$ 200	
Travel expenses may not exceed GSA rates as published at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup		
Supplies:		\$ 5,000
Computers, 5 for new staff @ \$1000 each	\$ 5,000	
Other:		\$ 116,619
Telephones, 12.6 FTE @ \$566 / FTE	\$ 7,132	
Data Processing Support, 12.6 FTE @ \$7,790 / FTE	\$98,154	
Targeted Outreach & Marketing to conduct community outreach regarding new services. Includes design & printing of materials and costs related to distribution and advertising on social media at community events and in publications	\$11,333	
<i>This Budget continues on the next page.</i>		

Subcontracts:		\$ 1,323,515
Clackamas County		\$401,898
Staffing with fringe includes:	\$ 271,956	
Infectious Disease Manager @ 0.50 FTE		
Senior Disease Intervention Specialist @ 1.0 FTE		
Disease Intervention Specialist @ 1.0 FTE		
Senior Epidemiologist @ 0.25 FTE		
Human Services Coordinator 1 @ 0.035 FTE		
Communicable Disease RN @ 0.05 FTE		
Travel Including:	\$ 13,658	
OR-Epi for 1 new staff member		
Phlebotomy training for 2 staff members		
Program mileage		
Supplies Including:	\$ 5,955	
Touchscreen tablet computers with accessories for field work		
iPad for DIS field team		
Other Including:	\$ 5,909	
Wireless service for Ipads		
Cell phone service		
Accurint & DMV licenses & services for Partner Service/DIS work		
Subcontracts Including:	\$ 67,884	
Health Officer Services @ \$38,264		
Outside In @ \$9,000		
Clackamas County Health Centers EPIC @ \$20,620		
Total Subcontract Direct Expenditures	\$ 365,362	
Indirect @ 10%	\$ 36,536	
Washington County		\$713,617
Staffing with fringe includes:	\$ 447,341	
Disease Control & Prevention Program Supervisor @ 0.10 FTE		
Community Health Nurse Supervisor @ 0.25 FTE		
HIV/STD Clinic Services Coordinator @ 1.0 FTE		
Communicable Disease Public Health Nurse @ 1.15 FTE		
Epidemiologist @ 0.30 FTE		
Community Health Worker @ 1.05 FTE		
Client Services Coordinator @ 1.0 FTE		
Travel Including:	\$ 12,997	
OR-Epi for five new staff members		
Technical skills and DIS training		
Program mileage and parking		
Supplies Including:	\$ 15,887	
<i>This Budget continues on the next page.</i>		

Office and provider training supplies			
Other Including:	\$ 9,995		
Mail messenger fees			
Land and cell phones			
Accurant and DMV licenses & services for Partner Services/DIS work			
Subcontracts:	\$ 142,000		
Contractor(s) to be determined - contacts with community based organizations to increase testing			
Total Subcontractor direct expenditures	\$ 628,220		
Indirect @ 19.09% of Personnel costs	\$ 85,397		
Outside In		\$ 58,000	
Staffing with fringe includes:	\$ 51,766		
HIV Testing Specialist @ 1.0 FTE			
Quality Assurance Coordinator @ 0.15 FTE			
Travel Includes:	\$ 481		
Program mileage			
Other Includes:	\$ 480		
Telephone service			
Total Subcontractor direct expenditures	\$ 52,727		
Indirect @ 10%	\$ 5,273		
Contractor to be determined including:		\$150,000	
Culturally Specific Organizations	\$ 50,000		
Regional approaches to Outreach and Identification of PLWH in communities of color & rural communities	\$ 100,000		
Total Direct Expenses			\$ 2,640,153
Indirect/Administrative (12.16% of staffing costs)			\$ 143,362
Total			\$ 2,783,515
One-time Capacity Building Funds			\$ 176,500
2) Outreach & Early Intervention Mobile Units to be used jointly by Multnomah, Clackamas & Washington counties		\$ 60,000	
Minor construction for Washington County DIS FTE expansion		\$ 6,500	
Multnomah County EHR upgrade to allow cross-county client/patient scheduling		\$ 10,000	
Total Contract Amount			\$ 2,960,015

3. Travel and Other Expenses.

Except for travel expenses for the Initial Kick-Off Meeting as discussed in Sections 2.3.1 and 3.4 above, OHA will only reimburse County for travel or additional expenses under this Agreement as included in the OHA-approved budget.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

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

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFP #OHA-4414-17 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

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

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

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

4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
7. **HIPAA Compliance.** The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. County's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.
 - a. **Consultation and Testing.** If County reasonably believes that the County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the OHA Information Security Office. County or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - b. **Data Transactions Systems.** If County intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.
9. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B

Standard Terms and Conditions

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

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

b. OHA represents and warrants as follows:

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

by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

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

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

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2)

admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the

Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
- (7) The OHA is required to ensure AIDS Drug Assistance Program (ADAP) services are available to eligible Oregonians. Funding availability under this Agreement/Contract is not guaranteed. OHA reserves the right to

terminate this contract with 45 days advance written notice to County, if OHA deems it necessary to ensure the stability of ADAP services.

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

12. Effect of Termination.

a. **Entire Agreement.**

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

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

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

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

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. Information Privacy/Security/Access. If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets

or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts and Procurement
250 Winter Street NE, Room 306
Salem, Oregon 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent

shall be effective unless in writing and signed by the party against whom it is asserted.

29. Reserved.

- 30. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

- 31. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as

now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 32. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

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

EXHIBIT C

Subcontractor Insurance Requirements

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

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance.

2. **Professional Liability:**

Required by OHA Not required by OHA

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA:

- \$1,000,000 per occurrence limit for any single claimant; and
- \$2,000,000 per occurrence limit for multiple claimants.

3. **Commercial General Liability:**

Required by OHA Not required by OHA

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA:

Bodily Injury/Death and Property Damage:

- \$1,000,000 per occurrence limit for any single claimant; and
- \$2,000,000 per occurrence limit for multiple claimants.

4. **Automobile Liability:**

- Required by OHA** **Not required by OHA**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA:

Bodily Injury/Death and Property Damage:

- \$1,000,000 per occurrence limit for any single claimant; and
- \$1,000,000 per occurrence limit for multiple claimants.

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Required Federal Terms and Conditions

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

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

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549.

Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. Medicaid Services. County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. Agency-based Voter Registration. If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

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

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

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

15. Purchase and Disposition of Equipment.

a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

- (1) Network;
- (2) Personal Computer;
- (3) Printer/Plotter;
- (4) Server;
- (5) Storage device that will contain client information;
- (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
- (7) Software, when the acquisition cost is \$100 or more.

b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
- (2) serial number;
- (3) where Equipment was purchased;
- (4) acquisition cost and date; and
- (5) location, use and condition of the Equipment

County shall provide the Equipment inventory list electronically to the OHA Agreement Administrator at address listed on Page 1 annually by June 30th of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may

require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.

- d.** If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a Special Condition authorizing the purchase.
- e.** Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320 and 2 CFR 200.313, which generally describes the use, required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 155916

Legal name (tax filing): Multnomah County

DBA name: N/A

Billing address: 426 SW Stark St, 1st Floor

City: Portland **State:** OR **Zip:** 97204

Phone: 503-988-9854

FEIN: 93-6002309

- OR -

SSN: N/A

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 155916, hereinafter referred to as "Document."

I, Wendy Lear Interim, Health Department Director
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Multnomah County by email.

Contractor's name

On January 9, 2018
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Wendy Lear/ML 1/18/2018
Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



Agreement Number 155916

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **1** to Agreement Number **155916** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Multnomah County
426 SW Stark Street
Portland, Oregon 97204
Contact Person: Kim Toevs
Telephone: 503-988-8764
E-mail address: kim.e.toevs@multco.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) **January 3, 2019** or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. The facepage, to change the OHA Agreement Administrator: Deleted language is ~~struck through~~ and new language is **Joshua Ferrer**.

Public Health Division
Center for Public Health Practices, HST Section
800 NE Oregon Street, Suite 1105
Portland, Oregon 97232
Agreement Administrator: ~~Adele Broberg~~ **Joshua Ferrer**
Telephone: 971-673-1395 **0149**
E-mail address: ~~adele.m.broberg~~ **joshua.s.ferrer@state.or.us**

- b. Section 2. "Agreement Documents." to correct an administrative error, which references an Exhibit D, which was not incorporated into the original Agreement: Deleted language is ~~struck through~~ and new language is **underlined and bold**.
2. Agreement Documents.
- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
- (1) Exhibit A, Part 1: Statement of Work
 - (2) Exhibit A, Part 2: Payment and Financial Reporting
 - (3) Exhibit A, Part 3: Special Terms and Conditions
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements
 - (6) ~~Exhibit D: Required Federal Terms and Conditions~~
- This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.
- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits ~~D~~, A, B and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.
- c. Section 3. "Consideration", section a. only: Deleted language is ~~struck through~~ and new language is **underlined and bold**.
- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, except travel expenses for the Kick-Off Meeting per Sections 2.3.1 and 3.4 of Exhibit A, Part 1-A: Statement of Work, is ~~\$2,960,015.00~~ **\$6,235,912.00 (Year 1: \$1,652,452, Year 2: \$4,583,460)**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- d. Exhibit A, Part 1, "Statement of Work" is being renamed, "Exhibit A, Part 1-A, Statement of Work for the service period of January 8, 2018 through December 31, 2018 (Year 1)".
- e. "Exhibit A, Part 1-B, Statement of Work for the service period of the effective date of Amendment 1 through December 31, 2019 (Year 2)" is being added to this Agreement, attached hereto and incorporated herein.
- f. Exhibit A, Part 2, Payment and Financial Reporting is being renamed, "Exhibit A, Part 2-A, Payment and Financial Reporting for the service period of January 8, 2018

through December 31, 2018 (Year 1)". Estimated actual expenditures and payments for Year 1 totaled \$1,652,452 out of the \$2,960,015 identified in the budget table.

- g. "Exhibit A, Part 2-B, Payment and Financial Reporting for the service period of the effective date of Amendment 1 through December 31, 2019 (Year 2)" is being added to this Agreement, attached hereto and incorporated herein.
- h. Exhibit B, Standard Terms and Conditions, Section 25. "Notice" OHA address only, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

OHA: Office of Contracts & Procurement
~~250 Winter Street, Room 309~~**635 Capitol Street NE, Suite 350**
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- 4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;

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

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

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

g. County is not subject to backup withholding because:

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

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

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Multnomah County, Oregon

Street address: 501 SE Hawthorne Blvd. Suite 531

City, state, zip code: Portland, OR 97214-3501

Email address: mark.campbell@multco.us

Telephone: (503)988-6229 Facsimile: (503)988-3292

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

Workers' Compensation Insurance Company: Self Insured

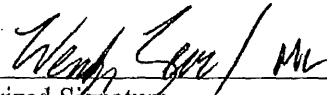
Policy #: EWC009186 Expiration Date: 07/01/2020

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Multnomah County


By:


Authorized Signature
Co-Interim Health Department Director
Title

Wendy Lear
Printed Name
02/13/2019
Date

State of Oregon acting by and through its Oregon Health Authority

By:


Authorized Signature
Center Administrator
Title

Collette Young
Printed Name
2-20-19
Date

Approved for Legal Sufficiency:

Approved via email by Jeff Wahl, AAG on 01/07/2019.

Exhibit A
Part 1-B
Statement of Work
for the service period of the effective date of Amendment 1 through December 31, 2019
(Year 2)

1. Purpose:

The purpose of this Agreement is to provide HIV Early Intervention and Outreach Services to individuals with HIV who are newly diagnosed or out-of-care, and individuals whose status is HIV-negative or unknown but are at significant risk of HIV acquisition. County shall perform services under the Health Resources and Services Administration (HRSA)-approved Service Categories of Early Intervention Services and Outreach Services. Ryan White Part B program funds will be used to support County's HIV Early Intervention and Targeted Outreach Services over the next five years. These funds have been allocated on a time-limited basis to support the establishment and/or enhancement of existing intervention and outreach services to people living with and at risk for HIV in communities that could most benefit. For the purpose of this Agreement, the continuum of these services (Early Intervention Services and Outreach Services) will be referred to as EISO Services.

HRSA/Ryan White Program funds are intended to supplement, not supplant, existing services intended to achieve the same outcomes and must be provided in coordination with local prevention efforts. This Agreement supports Oregon's End HIV Oregon goals of testing, prevention, and treatment. (See <https://www.endhivoregon.org/>)

This Agreement will provide funding for County's EISO services outlined in the Statement of Work for a maximum of five years. Services provided must align with Oregon's Integrated HIV Prevention and Care Plan, 2017-2021. This Agreement is not renewable after the maximum five-year period. Under this Agreement, the following definitions are applicable:

Definitions:

- **Early Intervention Services**, as defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- **HRSA** is the United States Health Services & Resources Administration, which funds the Ryan White CARE Act.
- **Outreach Services**, as defined by HRSA/Ryan White Program Guidance, "are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.
- **PLWH** means people living with the human immunodeficiency virus.
- **Program Income** means gross income earned by the County and its subcontractors that is directly generated by activities funded in this Agreement.

- **Pre-exposure prophylaxis (or PrEP)** is an HIV prevention approach in which people at very high risk for HIV take HIV medicines daily to lower their chances of getting infected. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- **STI** means Sexually Transmitted Infections.

2. Required County Services: County shall provide the following services.

2.1 Outreach Services

2.1.1 Purpose:

The purpose of Outreach Services is to identify individuals who:

- Do not know their HIV status and refer them to services to help them learn their status.
- Know their HIV-positive status and are not in care and help them connect to HIV care and services.

2.1.2 Eligibility:

To qualify, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection.

2.1.3 Activities:

Activities outlined below must be:

- Planned in coordination with local HIV prevention outreach programs to avoid duplication of effort.
- Targeted to communities or local establishments that are frequented by members of any populations at disproportionate risk for HIV infection (no broad-scope awareness activities).

2.1.3.1 Outreach Activities: In general, outreach activities are client engagement strategies delivered in community-based settings. Specific activities to be defined by County, as described in initial proposal and addenda.

2.1.3.2 Follow up on PLWH with a new syphilis or gonorrhea diagnosis and their contacts: County will interview all known PLWH with a new syphilis and/or gonorrhea diagnosis to elicit sexual (and needle sharing) contact information and offer partner notification services. All contacts will be offered needed services, including HIV and STI testing. During the process of offering partner services, County will also offer PLWH assessment, health

literacy/education, referrals, and linkage to care services, as appropriate, and as described in EIS, Section 2.2 below.

2.1.3.3 Reconnecting previously diagnosed, but out of care: County will begin to build capacity for delivering EISO Services (as described below, in Sections 2.2) by the end of year 2 and through the remainder of the project period to clients who were previously diagnosed HIV positive, but have fallen out of care (e.g., referred by OHA Surveillance through Data-to-Care efforts, ADAP terminations, or other means).

2.1.3.4 Referral to Early Intervention Services, HIV Testing Services, and Partner Services, as appropriate: County shall ensure that the following groups of individuals receive needed services, to include HIV testing, EIS, and/or partner services. (Partner Services includes interviews for sex and needle sharing partners, offers to conduct partner notification, and provision of HIV and STI testing to all contacts):

2.1.3.4.1 Individuals of unknown HIV status with a new syphilis and/or rectal gonorrhea diagnosis.

2.1.3.4.2 Individuals with a new HIV or STI diagnosis identified through EISO Services activities.

2.2 HIV Early Intervention Services

2.2.1 Purpose

The purpose of HIV Early Intervention Services is to identify people living with HIV, refer them to services, link them to care and provide health education and literacy training to assist with navigating HIV care and support services.

2.2.2 Eligibility

2.2.2.1 To qualify for HIV Testing, participants must be part of an affected population known through local epidemiology to be at disproportionate risk for HIV infection.

2.2.2.2 To qualify for additional services under EIS, individuals must have a documented positive HIV status and self-attest to Oregon residence.

2.2.3 Activities

2.2.3.1 HIV Testing: County shall provide HIV Testing to individuals at elevated risk, as described below. Individuals who test positive for HIV will be offered all of the EISO Services described in 2.2.3.2 through 2.2.3.5; contacts who test negative will be educated about PrEP, offered enrollment in Oregon Reminders, and as appropriate, referred into PrEP navigation and other prevention services.

2.2.3.1.1 Outreach testing: County will offer outreach testing for HIV and STIs to populations at risk, with a focus on

unmet local needs, underserved populations, and populations disproportionately impacted by HIV/STI. Outreach testing may be delivered in a variety of ways, depending on local needs, but should meet the following HRSA guidelines: “targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior and conducted at times and in places where there is a high probability that individuals with HIV will be reached.”

2.2.3.1.2 HIV testing of individuals with a new syphilis or rectal *Neisseria gonorrhoea* diagnosis.

- 2.2.3.2 Initial contact & enrollment in EISO Services:** County shall initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. County will enroll clients and/or document reasons for non-enrollment.
- 2.2.3.3 Assessment and referral:** County shall assess client needs related to sexual health, STI testing, HIV prevention, service needs, and basic life challenges that may interfere with participation in services (e.g., housing, food, alcohol & drug use). County will refer and connect client to services that will facilitate linkage to HIV case management, CAREAssist, medical care, and other services such as syringe exchange, transportation, STI testing, etc.
- 2.2.3.4 Health literacy/education:** County shall provide needed education to clients in relevant areas, such as navigating HIV services, including eligibility and application and identifying appropriate providers; HIV/STI prevention; harm reduction; basic HIV medical information; and importance of medical care, adherence to antiretroviral therapy, and viral suppression.
- 2.2.3.5 Linkage to care:** County will ensure linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral and ensuring participation in at least 2 visits for HIV medical care, by coordinating with the existing HIV case management system. Two visits for HIV medical care is defined as two separate HIV viral load laboratory tests within 90 days of referral. Depending on client needs and local systems, County may refer HIV+ individuals into existing case management services via active referral OR may play a more active role in ensuring linkage to HIV medical care (e.g., driving the HIV+ individual to first appointment).

2.3 Support of General End HIV Oregon Activities Services

County and any sub-contractor of County under this Agreement must promote and actively participate in the Oregon Health Authority End HIV Oregon initiative. Required activities include:

- 2.3.1 Participation by one or more sub-recipient/sub-contractor representative(s) in the HIV/VH/STI Integrated Planning Group.
- 2.3.2 Displaying the End HIV Oregon logo and website link on sub-recipient and sub-contractor websites.
- 2.3.3 Providing sub-recipient and sub-contractor logo for inclusion on the End HIV Oregon website; and
- 2.3.4 Ensuring that any promotional materials developed related to services funded by this Agreement includes information about the End HIV Oregon initiative, including the logo and website address.

3. Required County Deliverables and Description of Outcomes

- 3.1 **Initial Enrollment Data:** The following HRSA-required data elements must be collected for all clients receiving services: HIV status and Residency. For purposes of this requirement, client self-reported residency documentation is permissible.
- 3.2 **Early Intervention & Outreach Services/Orpheus-Based Service Measures.** County shall enter the following data elements into Orpheus on an ongoing basis in the EISO interface. A definition/data dictionary to assist in correct and consistent reporting will be provided by OHA. County shall run reports on the schedule delineated in (4) Delivery Schedule section below:
 - 3.2.1 **HIV Clients/HIV Positive Status**
 - HIV case interviewed
 - EISO enrolled
 - Contacts named and tested for HIV
 - EISO services provided:
 - Referred to care
 - Other STI Testing
 - Signed up for Oregon Reminders
 - Referred for Alcohol/Drug Treatment
 - Referred for Housing Assistance
 - Referred for Syringe Exchange
 - 3.2.2 **Syphilis or Gonorrhea Clients, HIV Status Unknown**
 - Syphilis or gonorrhea case interviewed
 - Contacts named and tested for HIV

- Case enrolled in EISO
- EISO services provided:
 - Referred to care
 - Other STI Testing
 - Signed up for Oregon Reminders
 - Referred for Alcohol/Drug Treatment
 - Referred for Housing Assistance
 - Referred for Syringe Exchange

3.2.3 Early Intervention & Outreach Services/Orpheus-Based Outcome Measures. OHA HIV Surveillance will run ongoing reports from the Oregon Public Health Epidemiology User System (ORPHEUS) indicating number of HIV+ EISO Services clients who have received CD4 and viral load testing to measure EISO Services client linkage to care. Reports will be made available to County for quality improvement purposes and to assist with case closure.

3.3 Early Intervention & Outreach Services/HIV Testing Measures

3.3.1 County shall record all HIV tests conducted as part of EISO Services on an OHA-provided HIV Test Form. All data elements from the OHA HIV Test Form shall be entered into an OHA-approved HIV Testing Database or provided to OHA via another OHA-approved method on a quarterly basis.

3.4 Early Intervention & Outreach Services Graduation Measures

3.4.1 A client shall be considered graduated from EISO services using the following criteria:

- HIV+ Clients – Newly Diagnosed or Out of Care: Documentation of EISO services offered and provided; documentation of two visits for HIV medical care defined as two separate HIV viral load laboratory tests within 90 days of referral from OHA HIV Surveillance.
- Other HIV+ Clients with a new Syphilis or Gonorrhea Diagnosis: Documentation of EISO services offered and provided; documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the new STD diagnosis.
- HIV Status Unknown Syphilis or Rectal Gonorrhea Clients: Documentation of EISO services offered and provided; documentation of an HIV negative test within 30-days (plus or minus) of the syphilis or rectal gonorrhea report date.
- Contacts to the above clients: Documentation of EISO services offered and provided; documentation of HIV status of contact. HIV status is defined as either documentation of an HIV negative test within 30-days (plus or minus) of the initiation of the contact investigation or documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the contact

investigation.

3.4.2 A client may be enrolled again in EISO if they present with a subsequent STI diagnosis, are a contact to a new EISO case, or have been determined to be out of HIV care by OHA HIV Surveillance.

3.5 County Meetings and Learning Community: County shall participate in all required meetings set by OHA, by having at least one key County staff member attend each meeting. These meetings shall include documentation of attendance and participation at the following meetings:

- Regular EISO check-in calls or meetings with the OHA-designated contract monitor at an interval to be determined by OHA.
- Quarterly case review conferencing meetings, held via remote technology. Presentation of an EISO Services case on a regular basis, schedule to be determined by EISO Services learning community, counties and OHA.
- Annual contractor meetings, schedule and location(s) to be determined. The 2019 contractor meeting will be held in Bend on April 23. Travel for at least three staff per grantee should be included in the budget in addition to 1-2 staff for each sub-contracted county, tribal government, and community-based organization.

3.6 Quality Improvement, Contract Monitoring, and Evaluation: County will submit all required reports on templates provided by OHA on the schedule delineated below in Section 3.8 Deliverables and Reporting Schedule.

3.7 Other Locally-Defined Activities: County will update annually the work plan and strategy map. County shall also annually provide memoranda of understanding or similar documents outlining their relationship with HIV case management provider(s) in their area and description of referral and information sharing processes. EISO Updates will be due on 3/31 annually, per the Delivery Schedule provided in Section 3.8 below.

3.8 Deliverables and Reporting Schedule.

County shall submit the following deliverables to the OHA Agreement Administrator on a quarterly basis, according to the following schedules. All deliverables are subject to OHA review and approval.

Years 2-5 Schedule:*

Quarter:	Delivery Due by:	Required Deliverable or Report:
--	3/31 of each year (2019-2022)	Updated work plan, and strategy map,. Memoranda of understanding or similar document outlining HIV contractor’s relationship with case management provider(s) in their area and description of referral and information sharing processes. If applicable, a copy of any new or revised agreements with subcontractors.
1	4/30 of each year (2019-2022)	EISO Services Data Report, EISO Services Progress Report, testing data entered into OHA-approved database or equivalent
2	7/31 of each year (2019-2022)	EISO Services Data Report, EISO Services Progress Report, testing data entered into OHA-approved database or equivalent
3	10/31 of each year (2019-2022)	EISO Services Data Report, EISO Services Progress Report, testing data entered into OHA-approved database or equivalent
4	1/31 of each year (2020-2022)	EISO Services Data Report, EISO Services Progress Report, testing data OHA-approved database or equivalent

***Note:** No County obligation to OHA and no OHA obligation to County will arise for any period after Year 2 unless and until an OHA-approved budget for that subsequent period has been incorporated into this Agreement by an amendment.

4. Billing for Services; OHA Pre-approval Requirement

If County intends to seek reimbursement for services funded under this Agreement from another payer, County must receive pre-approval from OHA. County shall:

- a. Return income generated by services funded by this Agreement to the County EISO program.
- b. Utilize income generated by services funded by this Agreement in accordance with the services described in Section 2 Required County

Services; and

- c. Document and report the income generated by services funded by this Agreement to OHA on a semi-annual basis.

5. Disallowed Activities and Services:

- a. Funds and program income generated by services performed under the Agreement shall not be used for the activities and services listed below:
 - i. Direct payment of cash to service recipients. This includes general-use gift cards and other cash incentives;
 - ii. Broad-scope awareness activities about HIV services meant to target the general public;
 - iii. Purchase of vehicles without prior authorization from the Agreement monitor or delegate, identified herein;
 - iv. Maintenance of privately owned vehicle: No use of Ryan White funds for direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees **(Note: This restriction does not apply to vehicles operated by organizations for program purposes);**
 - v. Employment and employment-readiness services;
 - vi. Lobbying activities, to include attempts to influence members of Congress and other Federal personnel;
 - vii. Programs or materials designed to promote or directly encourage intravenous drug use or sexual activity;
 - viii. Clothing;
 - ix. Funeral, burial, cremation or related expenses;
 - x. Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied);
 - xi. Household appliances;
 - xii. Pet foods or other non-essential products;
 - xiii. Off-premise social/recreational activities or payments for a client's gym membership;
 - xiv. Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
 - xv. Pre-exposure prophylaxis medications;
 - xvi. HIV test kits;
 - xvii. Sterile needles or syringes for the hypodermic injection of any illegal drug; and
 - xviii. STD testing and treatment.

- b. County shall ensure the appropriate use of funds provided under this Agreement and compliance with the above requirements as follows:
 - i. County's internal policies and procedures, memorandums of understanding, subcontracts and agreements shall document that the activities listed in Section 5. above are disallowed and prohibited under this Agreement; and
 - ii. County shall allow OHA to review County's subcontracts, work plans, budgets, and policy, financial and procedural documents.

Exhibit A
Part 2-B
Payment and Financial Reporting
for the service period of the effective date of Amendment 1 through December 31, 2019
(Year 2)

1. Payment Provisions.

- a. County shall send monthly invoices to OHA's Contract Administrator at the address specified on Page 1, or to any other address as OHA may indicate in writing to County. County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Monthly invoices are to include expenditures for each of the main budget categories – Staffing (by name, including salary and fringe benefits for each staff member charging time to this Agreement), Travel, Supplies, Other, Subcontracts, Equipment & Indirect Costs.

- b. **Note re: Subcontracts:** in accordance with Section 20. of Exhibit B, County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent, and County is not entitled to these funds prior to OHA's approval of subcontract(s) and OHA's acceptance of County's invoice for the subcontracted work. All invoices for completed subcontractor work shall include a copy of each subcontractor's invoice to the County for that work, unless County has provided OHA a copy of the subcontract for the subcontractor's work.
- c. **Note:** This Agreement expires on December 31, 2022 and is one-time only funding. County shall ensure plans are in place to address loss of funding after expiration of this Agreement.
- d. OHA will reimburse County for expenses incurred in performing the Services as described in **Exhibit A, Part 1-B, Statement of Work** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the total budget amount for the subject period are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but County shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the total budget amount for the subject period between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

2. County's Budget for expenditures for effective date of Amendment 1 through December 31, 2019 is set forth below.* Proposed Budgets for expenditures for Years 3 through 5 are due from County by October 31 of each year.

Note: No County obligation to OHA and no OHA obligation to County will arise for any period after Year 2 unless and until an OHA-approved budget for that subsequent period has been incorporated into this Agreement by an amendment.

Initials: Multnomah County: _____ OHA : _____

Budget Year 2: Effective Date of Amendment 1 - December 31, 2019		Amount
Salaries:		\$ 1,176,259
HIV/HCV/STI Director, 0.10 FTE		
STD Clinic Manager, 0.20 FTE		
Harm Reduction Program Manager, 0.10 FTE		
Program Coordinator (Testing Coordinator) 1.0 FTE		
Disease Intervention Specialist Supervisor, 0.68 FTE		
Disease Intervention Specialist, 6.7 FTE		
Nurse Practitioner, 1.6 FTE		
STD Clinic LPH, 0.80 FTE		
STD Clinic Coordinator, 0.50 FTE		
Regional Manager, 0.75 FTE		
Community Health Worker, 3.6 FTE		
Health Educator, 1.0 FTE		
Research Analyst, 0.40 FTE		
Finance Specialist, 0.30 FTE		
Epi (ORPHEUS) Clerk, 0.60 FTE		
Office Assistant 2, 1.0 FTE		
Executive Specialist, 0.40 FTE		
Fringe Benefits		\$ 808,376
Travel: In-State		\$ 8,288
General mileage & motor pool	\$ 4,764	
Four staff members to attend OR-Epi		
Lodging @ \$154.83/night x 3 nights x 4 people	\$ 1,858	
Per Diem @ \$59 / day x 4 days x 4 people	\$ 944	
Mileage or Car Rental Costs @ 675 miles @ \$0.535 / mile x 2 cars	\$ 722	
Travel: Out-of-State		\$ 4,164
Council of State & Territorial Epidemiologists (CSTE), North Carolina		
1 staff member attending - Epidemiologist		
Air fare	\$ 611	
Hotel @ \$235/night x 5 nights	\$ 1,175	
Per Diem @ \$91/day x 5 days	\$ 455	

Ground Transportation	\$ 100	
National Coalition of STD Directors Annual DIS Meeting		
1 staff member attending - DIS Supervisor		
Air fare	\$ 618	
Hotel @ \$167/night x 5 nights	\$ 835	
Per Diem @ \$59/day x 5 days	\$ 295	
Ground Transportation	\$ 75	
In-state and out-of-state travel expenses may not exceed GSA rates as published at		
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup		
Supplies:		\$ 4,500
Lights, small table, chairs & other supplies for mobile testing and outreach work	\$ 1,500	
lights, small table, chairs, other equipment for mobile testing and outreach engagement outside of van		
General Supplies - i.e. office	\$ 1,000	
Testing Supplies - may not purchase STI, HCV or HIV Test Kits	\$ 2,000	
Consultants		\$ 3,132
NW ATTC - motivational interviewing training		
Other:		\$ 136,530
Telephones, 19.73 FTE @ \$566 / FTE	\$ 11,167	
Data Processing / IT Support, 19.73 FTE @ \$8,269 / FTE, balance paid in-kind	\$ 102,393	
Targeted Outreach & Marketing to conduct community outreach regarding new services. Includes design, translation & printing of materials	\$ 11,333	
Accurint Subscription - 2 x \$180 / mo x 12 mo	\$ 4,320	
Tableau software license	\$ 840	
Community outreach events, tabling & sponsorship fees	\$ 4,000	
Registration fee - CSTE	\$ 535	
Other Printing	\$ 1,942	
Subcontracts:		\$ 2,103,748
Clackamas County		\$ 482,189
Staffing with fringe includes:	\$ 372,379	
Infectious Disease Manager, 0.45 FTE		
Senior Disease Intervention Specialist, 0.95 FTE		
Disease Intervention Specialist, 0.50 FTE		
Senior Epidemiologist, 0.20 FTE		

Communications Program Planner, 0.10 FTE		
Public Health Data Analyst, 0.50 FTE		
Administrative Specialist, 0.05 FTE		
Communicable Disease RN, 0.85 FTE		
Travel including:	\$ 14,775	
OR-Epi for 6 staff members		
Program mileage - regional meetings, local training & field visits		
Phlebotomy Training for 2 FTE		
National Coalition of STD Directors meeting for 1 FTE		
Council of State & Territorial Epidemiologists meeting for 1 FTE		
Supplies Including:	\$ 6,471	
Laptop & accessories for IDCP Program Manager		
Phlebotomy Supplies - not HIV, STI or HCV test kits		
Outreach display & educational materials		
Office Supplies including business cards		
Laptop privacy filters		
HIPAA compliant tote bags with locks		
Other including:	\$ 25,478	
Tableau software licenses		
Qualtrics Survey Software - annual fee		
Telephone		
Cell phone service		
Food/Supplies for Meetings/Events		
Printing of outreach/educational materials		
Legal fees		
High Priority Case Transportation (taxi, ride share)		
Accurant & DMV licenses & services for Partner Service/DIS work		
Subcontracts Including:	\$ 19,250	
Outside In @ \$9,000		
Clackamas County Health Centers EPIC @ \$10,250		
Total Clackamas County Direct Expenditures	\$ 438,353	
Indirect @ 10%	\$ 43,835	
Total Contract	\$ 482,188	
Washington County		\$ 1,344,256
Staffing with fringe includes:	\$ 743,904	
Disease Control & Prevention Program Supervisor, 0.15 FTE		

Community Health Nurse Supervisor, 0.45 FTE			
HIV/STD Clinic Services Coordinator, 1.0 FTE			
Communicable Disease Public Health Nurse, 2.15 FTE			
Epidemiologist, 0.30 FTE			
Community Health Worker, 2.05 FTE			
Client Services Coordinator, 1.0 FTE			
Travel Including:	\$ 15,232		
OR-Epi for 4 FTE			
Clinical STD Update Training for 1 FTE			
National Latino HIV Conference for 3 FTE			
Phlebotomy Training for 1 FTE			
Public Health Detailing Institute Training for 2 FTE			
National Coalition of STD Directors meeting for 1 FTE			
Program Mileage & Parking			
Supplies Including:	\$ 1,500		
Office supplies			
Other Including:	\$ 27,400		
Accurint License			
Tableau License			
HIV Testing Van Monthly Maintenance			
Mail messenger fees			
Land and cell phones			
Office space			
Printing			
OPHA Annual Membership			
Subcontracts:	\$ 400,000		
Contractor(s) to be determined - contacts with safety net clinics, health systems & community based organizations to increase testing, prescribe PrEP, improve linkage to care, outreach, education, destigmatization of sexual health			
Cascade AIDS Project			
Total Washington County direct expenditures	\$1,188,036		
Indirect @ 21.00% of Personnel costs	\$ 156,220		
Total Contract	\$1,344,256		
Cascade AIDS Project for HIV testing	\$ 50,000	\$ 50,000	
OCHIN for EHR	\$ 10,000	\$ 10,000	

modification for regional STD access			
APANO, OHEA communities of color engagement & culturally competent approaches	\$ 20,000	\$ 20,000	
Outside In		\$ 31,068	
Staffing with fringe includes:	\$ 28,244		
Syringe Exchange Specialist, 0.39 FTE			
Transgender Population Coordinator, 0.25 FTE			
Total Subcontractor direct expenditures			
Indirect @ 10%	\$ 2,824		
Total Contract	\$ 31,068		
Contractor to be determined including:		\$ 166,235	
Regional approaches to Outreach and Identification of PLWH in communities of color & rural communities.	\$ 80,000		
Community outreach and/or testing	\$ 86,235		
		Total Direct Expenses	\$ 4,244,997
		Indirect/Administrative (12.16% of staffing costs)	\$ 251,963
		Total	\$ 4,496,960
One-time Capacity Building Funds			\$ 86,500
1) Outreach & Early Intervention Mobile Unit to be used jointly by Multnomah, Clackamas & Washington counties	\$ 80,000		
Minor construction for Washington County DIS FTE expansion	\$ 6,500		
		Total Agreement Amount	\$ 4,583,460

3. Travel and Other Expenses.

OHA will only reimburse County for travel or additional expenses under this Agreement as included in the OHA-approved budget.

April 2, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract Amendment #1 with Bateman Community Living to provide Frozen Meal for the Home Delivered Meal Service for Older Adult Community Nutrition Programs

Purpose/Outcomes	This contract amendment will provide frozen meals for the older adult nutrition program for all ten (10) meals sites located in Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, Welches and Wilsonville during the COVID-19 crisis.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$108,250 for a revised agreement maximum of \$488,350. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services.
Funding Source	Older American Act (OAA).
Duration	The Amendment is effective March 1, 2020 and terminates on June 30, 2020
Previous Board Action	051619-A5
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	This Amendment is in a format approved by County Council.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9193, Procurement Contract# Subrecipient #20-010

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Contract Amendment #1 with Bateman Community Living to provide Older American Act (OAA) funded frozen meals for the older adult nutrition program for all ten (10) meals sites located in Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, Welches and Wilsonville during the COVID-19 crisis. The home-delivered meal (HDM) service helps those unable to otherwise meet their nutritional needs.

This amendment is effective on March 1, 2020 and terminates on June 30, 2020. This agreement is in a format approved by County Council.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorize Richard Swift, H3S Director; or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health Housing & Human Services

GOODS AND SERVICES CONTRACT AMENDMENT
Health, Housing and Human Services

H3S Contract#: 9193 Board Agenda #: 051619-A5

Division: Social Services Amendment Number: 1

Contractor Trio Community Meals., dba BATEMAN COMMUNITY LIVING

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Budget Change () Term Date Change

Justification for Amendment:

This is a budget adjustment that adds funding for the purchase of frozen and/or shelf stable meals for OAA nutrition services during the COVID-19 Pandemic. This results in an increase to the contract budget of \$108,250

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic/underlined***" font for easy reference.

This Amendment #1, when signed by Trio Community Meals, Inc., dba: BATEMAN COMMUNITY LIVING ("CONTRACTOR") and the Health Housing and Human Services Department/Social Services Division ("COUNTY"), will become part of the contract documents, superseding the original to the applicable extent indicated.

WHEREAS, the CONTRACTOR and COUNTY entered into those certain CONTRACTOR Agreement documents for the provision of services dated May 16, 2019; effective July 1, 2019, as may be amended ("CONTRACT");

WHEREAS, the CONTRACTOR and COUNTY desire to amend the CONTRACT and otherwise modify it as set forth herein;

NOW, THEREFORE, the CONTRACTOR and COUNTY hereby agree that the CONTRACT is amended to include the following:

This amendment shall become effective on the date this amendment has been fully executed by every party. CONTRACTOR's performance of the services described in III. Compensation, 1. Payment, may start on March 1, 2020, and shall be governed by the terms and conditions herein.

III. Compensation.

1. Payment:

- a. COUNTY agrees to compensate the CONTRACTOR for satisfactorily producing and delivery frozen and/or shelf-stable meals to the OAA Senior Nutrition programs in compliance with the Oregon Congregate and Home-delivered Nutrition Program Standards as issued by the State of Oregon, Adults and

People with Disabilities, Community Services and Supports Unit August 2018.
The maximum compensation authorized under this Amendment shall not exceed
One Hundred Eight Thousand Two Hundred Fifty dollars (\$108,250).

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

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

<p>Trio Community Meals dba: BATEMAN COMMUNITY LIVING</p> <p>By: _____ Rodney Knauf, Regional Vice President Bateman Community Living</p> <p>_____</p> <p>Date</p>	<p>CLACKAMAS COUNTY Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humbertson Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p>_____</p> <p>Richard Swift, Director Department of Human Services</p> <p>_____</p> <p>Date</p>
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April 2, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with
Northwest Housing Alternatives for
Emergency Shelter Services

Purpose/Outcomes	Agency will provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County, and connect these individuals and families with permanent housing and other positive exit destinations.
Dollar Amount and Fiscal Impact	\$212,071
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance and State Homeless Assistance funds. No County General Funds.
Duration	November 3, 2019 through June 30, 2021
Previous Board Action	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The grant agreement was approved in March 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9627

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with Northwest Housing Alternatives (NHA). A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. NHA was one of two applicants that met the requirements in the NOFO to receive an award.

Additional agreements under the NOFO award will be issued by both Social Services and Community Development using various funding sources. The State of Oregon Housing and Community Services Department (OHCS), Emergency Housing Assistance and State Homeless Assistance are the funding sources of this Social Services Grant Agreement.

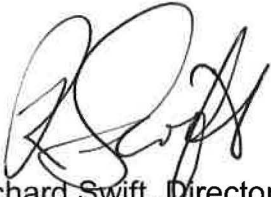
Healthy Families. Strong Communities.

The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023. The term of the agreement is November 3, 2019 to June 30, 2021, for a total amount of \$212,071. The agreement was approved by County Counsel in March 2020, and there are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of this grant agreement and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
EMERGENCY SHELTER GRANT
H3S#9627**

This Emergency Shelter Grant (“Grant”) is entered into between **Northwest Housing Alternatives, Inc.** (“Grantee”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Grant shall become effective upon signature of both parties. Funds issues under this Grant may be used to reimburse Grantee for Work, defined below, incurred no earlier than **November 3, 2019**. The Work previously performed is and shall remain subject to the terms and conditions of this Grant. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder. Unless earlier terminated or extended, this Grant shall expire on **June 30, 2021**.
2. **Scope of Work.** County has awarded Grantee certain funds from Oregon Housing and Community Services Department for emergency shelter. Funds provided by County to Grantee shall be used solely for the following eligible purposes: Provide emergency shelter bednight services at 2316 SE Wilard Street, Milwaukie, Oregon, to serve un-housed individuals and families in Clackamas County and connect these individuals and families with permanent housing and other positive exit destinations (“Work”), further described in **Exhibit A**.
3. **Grant Funds.** The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed **Eighty Six Thousand, Seven Hundred Thirteen Dollars (\$86,713)** consisting of \$57,421 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA) and \$29,292 of State Homeless Assistance Funds (SHAP), and

A Year Two sum not to exceed **One Hundred Twenty-Five Thousand, Three Hundred Fifty-Eight Dollars (\$125,358)**, consisting of \$45,000 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$80,358 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed **Two Hundred Twelve Thousand, Seventy-One Dollars (\$212,071)**. Payments made are on a rate basis for emergency shelter bednights, **\$40 per person in residence per night**, in accordance with **Exhibit A**.

Year One grant term is November 3, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

County’s responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

4. **Invoices and Payments.** Outlined in Exhibit A, Section III Compensation.

Invoices shall reference the above Grant Number and be submitted electronically to:

caainvoices@clackamas.us

If confidential client information is included on invoice or required backup documentation, Grantee shall use a County-approved secure email method for submittal to the email address listed above.

5. **Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Grant, Exhibit A.

6. **Grantee and County Contacts.**

Grantee	County
Administrator/Program Manager: Peter Tompkins-Rosenblatt, Interim Housing Intervention Services Program Manager Phone: 503/654-1007 Email: anderson@nwhousing.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us Grant Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Grantee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Grant. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee, which are directly pertinent to this Grant for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Grant 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 Grant, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Grant are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Grant.
4. **COMPLIANCE WITH APPLICABLE LAW.** Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Grantee shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Grant, whether or not specifically referenced herein.

5. **COUNTERPARTS.** This Grant may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Grant, 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 County and Grantee that arises out of or relates to the performance of this Grant 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 County 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. Grantee, by execution of this Grant, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Grantee shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Grantee, its subcontractors, agents, or employees. The Grantee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees, subcontractors, or agents. However, neither Grantee nor any attorney engaged by Grantee shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Grantee settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Grant are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work. Grantee is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Grantee will be solely responsible for payment of any Federal or State taxes required as a result of this Grant; and (B) This Grant is not intended to entitle Grantee to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Grantee shall secure at its own expense and keep in effect during the term of the performance under this Grant the insurance required and minimum coverage indicated below. Grantee shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: **Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045** or electronically to: **caa@clackamas.us**

Required - Workers Compensation: Grantee 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 - Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that is satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
<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.

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

- 10. LIMITATION OF LIABILITIES.** This Grant 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. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Grant or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Grant, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Grant Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Grantee that results from this Grant (the "Work Product") is the exclusive property of County. County and Grantee intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Grantee hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Grantee shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Grantee intellectual property provided to County by Grantee in the performance of this Grant except to copy, use and re-use any such Grantee intellectual property for

County use only. If this Grant is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Grant, may require the Grantee to transfer and deliver all partially completed Work Product, reports or documentation that the Grantee has specifically developed or specifically acquired for the performance of this Grant.

- 13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to County that (A) Grantee has the power and authority to enter into and perform this Grant; (B) this Grant, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms; (C) Grantee shall at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the Work; (D) Grantee is an independent contractor as defined in ORS 670.600; and (E) the Work under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Grant, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 13, 14, 17, 19, 21, 24, and 25, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Grant with respect to: (a) any breach of a Grantee warranty; or (b) any default or defect in Grantee performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Grantee shall not enter into any subcontracts for any of the Work required by this Grant, or assign or transfer any of its interest in this Grant by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Grantee shall include in any permitted subcontract under this Grant a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Grantee. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Grant.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TERMINATIONS.** (A) This Grant may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Grantee; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Grantee shall immediately stop performance of the Work. (B) If Grantee breaches any Grant provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Grant, Grantee shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Grant Work been completed. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Grantee, then the County shall have any remedy available to it in law or equity including, but not limited to, requiring Grantee to repay County any grant funds that Grantee spent for non-eligible purposes. If County breaches this Grant, Grantee's sole and exclusive remedy is termination of this Grant and payment of any outstanding

grant funds actually received by the County, from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, and that Grantee is entitled to for Work previously performed.

20. **NO THIRD PARTY BENEFICIARIES.** County and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
21. **TIME IS OF THE ESSENCE.** Grantee agrees that time is of the essence in the performance this Grant.
22. **FOREIGN CONTRACTOR.** If the Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Grant. The Grantee shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Grant.
23. **FORCE MAJEURE.** Neither County nor Grantee shall be held responsible for delay or default caused by events outside the County or Grantee's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Grant.
24. **WAIVER.** The failure of County to enforce any provision of this Grant shall not constitute a waiver by County of that or any other provision.
25. **CONFIDENTIALITY.** Grantee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Grant, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Grant, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information.

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

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

relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

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

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

- 26. MERGER.** THIS GRANT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS GRANT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS GRANT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. GRANTEE, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GRANT, AND GRANTEE AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 27. FURTHER ASSURANCES.** Grantee agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Grant including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

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

Grantee:
Northwest Housing Alternatives, Inc.

Trell Anderson 03/24/2020
Authorized Signature Date

Trell Anderson, Executive Director
Name / Title

158977-13
Oregon Business Registry #

501(c)3 non-profit
Entity Type / State of Formation

Email: anderson@nwhousing.org

Tax ID: 93-0814473

DUNS: # 180757437

Approved as to Content:

[Signature] 3/24/2020

Grantee Program Manager Signature Date

Peter Tompkins-Rosenblatt,
Interim Housing Intervention
Services Program Manager

Grantee Program Manager Name & Title

Clackamas County

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

Signing on Behalf of the Board

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to Form:

Andrew Naylor approval via email on 3-24-2020
County Counsel Date

April 2, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with
Clackamas Women’s Services for
Emergency Shelter Services

Purpose/Outcomes	Agency will provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County who are survivors of domestic violence, and connect these individuals and families with permanent housing and other positive exit destinations.
Dollar Amount and Fiscal Impact	\$111,929
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance and State Homeless Assistance funds. No County General Funds.
Duration	July 1, 2019 through June 30, 2021
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The grant agreement was approved in March 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9626

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with Clackamas Women’s Services (CWS). A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. CWS was one of two applicants that met the requirements in the NOFO to receive an award.

Additional agreements under the NOFO award will be issued by both Social Services and Community Development using various funding sources. The State of Oregon Housing and Community Services Department (OHCS), Emergency Housing Assistance and State Homeless Assistance are the funding sources of this Social Services Grant Agreement.

Healthy Families. Strong Communities.

The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023. The term of the agreement is July 1, 2019 to June 30, 2021, for a total amount of \$111,929. The agreement was approved by County Counsel in March 2020, and there are no County General Funds required.

RECOMMENDATION:

Staff recommends the Board approval of this grant agreement and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
EMERGENCY SHELTER GRANT
H3S#9626**

This Emergency Shelter Grant (“Grant”) is entered into between **Clackamas Women’s Services** (“Grantee”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Grant shall become effective upon signature of both parties. Funds issues under this Grant may be used to reimburse Grantee for Work, defined below, incurred no earlier than **July 1, 2019**. The Work previously performed is and shall remain subject to the terms and conditions of this Grant. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder. Unless earlier terminated or extended, this Grant shall expire on **June 30, 2021**.
2. **Scope of Work.** County has awarded Grantee certain funds from Oregon Housing and Community Services Department for emergency shelter. Funds provided by County to Grantee shall be used solely for the following eligible purposes: Provide emergency shelter bednight services at a **confidential location** to serve un-housed individuals and families in Clackamas County who are survivors of domestic violence, and connect these individuals and families with permanent housing and other positive exit destinations (“Work”), further described in **Exhibit A**.
3. **Grant Funds.** The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed **Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579)** consisting of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and

A Year Two sum not to exceed **Seventy-Nine Thousand, Three Hundred and Fifty Dollars (\$79,350)**, consisting of \$45,000 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$34,350 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed **One Hundred Eleven Thousand Nine Hundred and Twenty-Nine Dollars (\$111,929)**. Payments made are on a rate basis for emergency shelter bednights, **\$40 per person in residence per night**, in accordance with **Exhibit A**.

Year One grant term is July 1, 2019 to June 30, 2020.
Year Two grant term is July 1, 2020 to June 30, 2021.

County’s responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

4. **Invoices and Payments.** Outlined in Exhibit A, Section III Compensation.

Invoices shall reference the above Grant Number and be submitted electronically to:

caainvoices@clackamas.us

If confidential client information is included on invoice or required backup documentation, Grantee shall use a County-approved secure email method for submittal to the email address listed above.

5. **Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Grant, Exhibit A.

6. **Grantee and County Contacts.**

Grantee	County
Program Manager: Melissa Erlbaum Phone: 503/655-8600 Email: melissae@cwsor.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Grant Administrator: Melissa Erlbaum Phone: 503/655-8600 Email: melissae@cwsor.org	Grant Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Grantee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Grant. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee, which are directly pertinent to this Grant for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Grant 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 Grant, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Grant are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Grant.
4. **COMPLIANCE WITH APPLICABLE LAW.** Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Grantee shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Grant, whether or not specifically referenced herein.

5. **COUNTERPARTS.** This Grant may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Grant, 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 County and Grantee that arises out of or relates to the performance of this Grant 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 County 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. Grantee, by execution of this Grant, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Grantee shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Grantee, its subcontractors, agents, or employees. The Grantee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees, subcontractors, or agents. However, neither Grantee nor any attorney engaged by Grantee shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Grantee settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Grant are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work. Grantee is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Grantee will be solely responsible for payment of any Federal or State taxes required as a result of this Grant; and (B) This Grant is not intended to entitle Grantee to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Grantee shall secure at its own expense and keep in effect during the term of the performance under this Grant the insurance required and minimum coverage indicated below. Grantee shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: **Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or electronically to: caa@clackamas.us**

Required - Workers Compensation: Grantee 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 - Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that is satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
<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.

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

- 10. LIMITATION OF LIABILITIES.** This Grant 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. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Grant or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Grant, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Grant Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Grantee that results from this Grant (the "Work Product") is the exclusive property of County. County and Grantee intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Grantee hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Grantee shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no

rights in any pre-existing Grantee intellectual property provided to County by Grantee in the performance of this Grant except to copy, use and re-use any such Grantee intellectual property for County use only. If this Grant is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Grant, may require the Grantee to transfer and deliver all partially completed Work Product, reports or documentation that the Grantee has specifically developed or specifically acquired for the performance of this Grant.

- 13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to County that (A) Grantee has the power and authority to enter into and perform this Grant; (B) this Grant, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms; (C) Grantee shall at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the Work; (D) Grantee is an independent contractor as defined in ORS 670.600; and (E) the Work under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Grant, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 13, 14, 17, 19, 21, 24, and 25, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Grant with respect to: (a) any breach of a Grantee warranty; or (b) any default or defect in Grantee performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Grantee shall not enter into any subcontracts for any of the Work required by this Grant, or assign or transfer any of its interest in this Grant by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Grantee shall include in any permitted subcontract under this Grant a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Grantee. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Grant.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TERMINATIONS.** (A) This Grant may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Grantee; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Grantee shall immediately stop performance of the Work. (B) If Grantee breaches any Grant provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Grant, Grantee shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Grant Work been completed. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Grantee, then the County shall have any remedy available to it in law or equity including, but not limited to, requiring Grantee to repay

County any grant funds that Grantee spent for non-eligible purposes. If County breaches this Grant, Grantee's sole and exclusive remedy is termination of this Grant and payment of any outstanding grant funds actually received by the County, from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, and that Grantee is entitled to for Work previously performed.

20. **NO THIRD PARTY BENEFICIARIES.** County and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
21. **TIME IS OF THE ESSENCE.** Grantee agrees that time is of the essence in the performance this Grant.
22. **FOREIGN CONTRACTOR.** If the Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Grant. The Grantee shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Grant.
23. **FORCE MAJEURE.** Neither County nor Grantee shall be held responsible for delay or default caused by events outside the County or Grantee's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Grant.
24. **WAIVER.** The failure of County to enforce any provision of this Grant shall not constitute a waiver by County of that or any other provision.
25. **CONFIDENTIALITY.** Grantee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Grant, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Grant, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information.

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

Grantee agrees that, except as directed by the County, Grantee will not at any time during or after the term of this Grant, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Grant or the County's request, Grantee will turn over to the County all documents, papers, records and other materials in Grantee's possession which embody Confidential Information. Grantee acknowledges that breach of this Grant, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or

equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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


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

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

- 26. MERGER.** THIS GRANT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS GRANT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS GRANT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. GRANTEE, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GRANT, AND GRANTEE AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 27. FURTHER ASSURANCES.** Grantee agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Grant including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

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

Grantee:
Clackamas Women's Services

DocuSigned by:

DBCAD1860649464...

Authorized Signature Date

Melissa Erlbaum, Executive Director
Name / Title

211960-19
Oregon Business Registry #

Oregon non-profit
Entity Type / State of Formation

Email: melissae@cwsor.org

State EIN: 369133-9

Tax ID: 930900119

DUNS: # 959059759

Approved as to Content:

Grantee Program Manager Signature Date

Melissa Erlbaum, Executive Director
Grantee Program Manager Name & Title

Clackamas County

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

Signing on Behalf of the Board

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to Form:

Andrew Naylor approval via email on 3-24-2020

County Counsel Date

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Agreement
with Folk Time for Peer Support Services

Purpose/Outcomes	Contractor will provide Clackamas Health Centers (CHC's) Peer Services to the Stewart clinic and Hilltop Adult Services Center using a Peer Support Team model to promote a recovery oriented support system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$1,825,963. The fiscal year maximums are as follows: FY19/20 \$443,337 FY20/21 \$451,813 FY21/22 \$460,820 FY22/23 \$469,993 This Contract is funded through revenue from the Adult Mental Health Services and the Community Support Team. \$40,000 has been awarded through a Grant from the State through the Criminal Justice Court.
Funding Source	Charges for Services generated by the Adult Mental Health and Community Support Teams. State of Oregon Criminal Justice Court has partially funded this through a Grant award. No County General Funds are involved.
Duration	Upon signature through September 30, 2023.
Previous Board Action	None.
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 March 19, 2020.
Contact Person	Deborah Cockrell, Director – Health Centers Division – 503-742-5495
Contract No.	H3S #9618 / County Contract # 2277

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of the Professional Services Contract with Folk Time, Inc., for Peer Services to the Stewart Community Center and Hilltop Adult Services Center.

As part of CHC's Behavioral Health Redesign, which was started in 2009, CHC's Behavioral Health Clinics committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Peer Services is an evidenced based practice to provide recovery oriented services designed to reduce the number of recurring treatment episodes. The term Peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

April 2, 2019

Folk Time, Inc., will provide Peer Support Services to consumers at the Stewart Community Center and Hilltop Adult Services Center. Peer Support Services are recovery-oriented and include companion care, transportation, activity coordination, problem solving, medication reminders, and communication skills development for individuals with receiving Behavioral Health Services.

PROCUREMENT PROCESS:

On June 5, 2019, Procurement issued a Request for Proposals for peer support services. Procurement received one (1) proposal from Folk-Time, Inc. An evaluation of the response was conducted and Folk-Time, Inc. was found to be a responsive and responsible proposal. The proposed contract will have an effective date from the date of approval by the Board through September 30, 2023. The maximum compensation allowed under the contract is \$1,825,963. County Counsel reviewed and approved this Contract.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Placed on the BCC agenda of _____ by the Procurement Division.



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Clackamas County Contract #2277
H3S Contract #9618**

This Personal Services Contract (this “Contract”) is entered into between **Folk-Time, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health, Housing, and Human Services Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective on January 1, 2020 upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **September 30, 2021**. The Contract may be renewed for one (1) additional two (2) year term upon the mutual, written agreement of the parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Health Center Peer Delivered Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred forty-three thousand three hundred thirty-seven dollars (**\$443,337.00**), for accomplishing the Work required by this Contract from January 1, 2020 through September 30, 2020, and a sum not to exceed four hundred fifty-one thousand eight hundred thirteen dollars (**\$451,813.00**) for accomplishing the Work required by this Contract from October 1, 2020 through September 30, 2021. If the optional renewal term is exercised, then County shall pay Contractor four hundred sixty thousand eight hundred twenty dollars (**\$460,820.00**) for accomplishing the Work required by this Contract from October 1, 2021 through September 30, 2022 and four hundred sixty-nine thousand nine hundred ninety-three dollars (**\$469,993.00**) for accomplishing the Work required by this Contract from October 1, 2022 through September 30, 2023. The total maximum Contract value including the optional renewal term is one million eight hundred twenty-five thousand nine hundred sixty-three dollars (**\$1,825,963.00**). Consideration rates are on a cost reimbursement basis in accordance with the budget and costs specified in **Exhibit D**, four year budget. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit D.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Clackamas County Contract Number and be submitted by email to: HealthCenterAP@clackamas.us.

5. **Travel and Other Expense.** Authorized: Yes No (**all travel related expenses other than mileage will be pre-approved by County program managers *prior* to invoicing for expense**)
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C and Exhibit D.

7. **Contractor and County Contacts.**

Contractor	County
Administrator: Shannon Farr Phone: 503-756-0066 Email: sfarr@folktime.org	Administrator: Emily Ketola Phone: 503-722-6258 Email: eketola@clackamas.us

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract 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 Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, 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 County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. 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 healthcenterap@clackamas.us.

Required - Workers Compensation: Contractor 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 – Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

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

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Suite 367, Oregon City, OR 97045, or healthcenterap@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m., as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional

standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract 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 Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form

obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

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

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

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

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

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

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended.

Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

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

SIGNATURE PAGE FOLLOWS

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

Folk-Time, Inc.

Authorized Signature Date

Angel Prater / Title (Printed)

527094-83 DNP / Oregon
Oregon Business Registry #

Clackamas County

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

Signing on Behalf of the Board

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

Date

Approved as to Form:

County Counsel Date

EXHIBIT A
MODIFIED SCOPE OF WORK FOR RFP 2019-61

Contractor shall provide Work as described in this Exhibit A.

Clackamas County Health Centers Division (“CCHCD”), by and through its Health, Housing, and Human Services (“H3S”) department, provides healthcare services to the community that include Primary Care, Behavioral Health, and Dental treatment at clinics located throughout Clackamas County. A part of Behavioral Health treatment includes providing treatment teams which include peer services.

The term “peer”, for the purposes of this Request for Proposals, refers to a person who has lived experience specific to mental health or substance use disorders (“SUD”), and navigation of treatment and support resources. Peers provide support to an individual or family who has similar lived experiences.

The supports provided are defined by the individual asking for support. The individual receiving services defines their goals and sets tasks to achieve those goals. Peer services are designed to be flexible and community-based to meet the unique needs of each individual or family. Peer Support Services may include navigation, advocacy, mentoring, and other support activities. The services provided are designed by peers for peers.

DEFINITIONS

“**CCHCD**” means Clackamas County Health Centers Division. The Division of Health, Housing, and Human services Department governed by Clackamas County. The entity that oversees the operations of the clinics.

“**County**” means the municipality of government that oversees the funding of the CCHCD clinics.

“**CRM**” means Certified Recovery Mentor.

“**Peer**” means any individual supporting an individual or the individual’s family member who has similar life experiences, either as a current or former recipient of mental health or substance use services, or as a family member of an individual who is a current or former recipient of substance use or mental health services.

“**Peer-Delivered Services**” are community-based services and supports provided by peers and peer support specialists to individuals or family members with similar lived experience. These services are intended to support individuals and families to engage individuals in ongoing treatment and to live successfully in the community.

“**Peer Support Specialist**” (“PSS”) means an individual providing peer delivered services to an individual or family member with similar life experience under the supervision of a qualified clinical supervisor and a qualified peer delivered services supervisor as resources are made available. A peer support specialist shall be certified by the Authority’s Office of Equity and Inclusion as required by OAR 410-180-0300 to 0380 and be:

- (a) A self-identified individual currently or formerly receiving mental health or substance use services;
- (b) A self-identified individual in recovery from a substance use disorder who meets the abstinence requirements for recovering staff in substance use disorders treatment and recovery programs;
- (c) A self-identified individual in recovery from problem gambling; or
- (d) A person who has experience parenting a child who:
 - (A) Is a current or former recipient of mental health or substance use treatment; or

(B) Is facing or has faced difficulties in accessing education and health and wellness services due to a mental health or behavioral health barrier.

“Peer Support and Peer Wellness Specialist Supervision” means supervision by a qualified clinical supervisor and a qualified peer delivered services supervisor as resources are available. The supports provided include guidance in the unique discipline of peer delivered services and the roles of peer support specialists and peer wellness specialists.

“Peer Delivered Services Supervisor” means a qualified individual, with at least one year of experience as a PSS or PWS in behavioral health treatment services, to evaluate and guide PSS and PWS program staff in the delivery of peer delivered services and supports.

“Peer Wellness Specialist” (“PWS”) means an individual who supports an individual in identifying behavioral health service and support needs through community outreach, assisting individuals with access to available services and resources, addressing barriers to services, and providing education and information about available resources and behavioral health issues in order to reduce stigma and discrimination toward consumers of behavioral health services and to provide direct services to assist individuals in creating and maintaining recovery, health, and wellness. A peer wellness specialist shall be:

- (a) A self-identified individual currently or formerly receiving mental health services;
- (b) A self-identified individual in recovery from a substance use or gambling disorder who meets the abstinence requirements for recovering staff in substance use disorders or gambling treatment programs; or
- (c) A family member of an individual who is a current or former recipient of mental health or substance use or problem gambling services

“SUD” means Substance Use Disorders.

“THW” means Traditional Health Worker

SCOPE OF WORK

1. Work in conjunction with CCHCD – Health staff to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
 - Contractor supervisors/ leadership will meet with Behavioral Health Operations manager/ leadership at least quarterly to review program function and to explore opportunities for improvement.
2. Provide Peer Support Services to consumers receiving behavioral health services, using a Peer Support Team model, working in collaboration with service teams at the following service sites: (Groups will be held at each specific site and services will be delivered in the community as well as on the sites specified, but locations are subject to change).
 - **Clackamas County Stewart Behavioral Health Center** located at 1002 Library Court in Oregon City, Oregon
 - **Clackamas County Hilltop Behavioral Health Center** located at 998 Library Court in Oregon City, Oregon
 - **Clackamas County Sandy Behavioral Health Center** located at 38872 Proctor Boulevard in Sandy, Oregon

3. Provide six (6) .8 FTE Peer Support Specialists, one (1) 1.0 FTE Peer Delivered Services Supervisor, and one (1) part time qualified mental health provider (“QMHP”) supervisor who adheres to Peer Support values. The QMHP supervisor will provide 12 hours monthly of supervision and support.
 - Capacity: Each Peer will be assigned to work individually with up to 20 individuals at any one time. Additional individuals will be served by attending groups led by the peers.
4. Peer Support Specialists will assist individuals with one-on-one (and group), self- directed, person-centered life planning and will work as an advocate within the treatment planning team if the individual requests this support.
5. Support individuals working toward wellness and/or recovery:
 - Assist in accessing 12-step programs, support groups and other resources available in the community as appropriate to the treatment focus.
 - Provide referrals to other peer support resources as appropriate to the treatment focus.
6. Assist and support individuals with problem solving.
7. Assist and support individuals to develop community and peer relationships.
8. Assist in addressing other issues as identified by the individual and in collaboration with the treatment team.
9. Provide a variety of peer activities, including but not limited to, arts, social, physical and spiritual activities.
10. Participate in agency team meetings at the frequency deemed appropriate by the program supervisors.
11. Provide peers who will attend trainings as requested by CCHCD.
12. Provide peers who will use a whole health approach not only addressing issues of mental health and SUD, but spiritual and physical health as requested by the individual and in collaboration with the treatment team.
13. Provide peers who will meet program expectations up to and including, but not limited to: timeliness of documentation, encounters standards, outreach, quality services, and other requirements as outlined by CCHCD departmental supervisors. Peers will be required to adhere to all COUNTY/CCHCD policies and procedures.
14. Collaborate with the clinic’s service team and other service providers to encourage communication and collaboration regarding the individual’s success.

PEER REQUIREMENTS

- Complete a 40-hour Oregon approved peer support training to obtain and maintain a Certified Recovery Mentor or Traditional Health Worker certification.
- Must meet the Oregon Administrative Rules definition of a peer: “any individual supporting an individual or the individual's family member who has similar life experience, either as a current

or former recipient of mental health or substance use services, or as a family member of an individual who is a current or former recipient of substance use or mental health services.”
Must meet Oregon Administrative Rules definition of a peer support specialist: “a qualified individual providing peer delivered services to an individual or family member with similar life experience under the supervision of a qualified clinical supervisor and a qualified peer delivered services supervisor as resources are made available.”

- Must be able to pass a criminal background check and drug screening.

REPORTING REQUIREMENTS

Reports shall be submitted to the County no later than thirty (30) days following the end of each quarter
Due dates for reports are as follows:

1. Reporting Schedule:

1st Quarter	July 1 – September 30	Due October 31
2nd Quarter	October 1 – December 31	Due January 31
3rd Quarter	January 1 – March 31	Due April 30
4th Quarter	April 1 – June 30	Due July 31

2. Quarterly Reports will include data related to client services provided and submitted monthly and will include line-item accounting as billed to each program and location, and submitted via email to the designated program manager.
3. Quarterly Reports shall include:
- a. Total number of hours worked per week for Peer Support Specialists
 - b. Number of new individuals served each quarter
 - c. Number of individuals who concluded support services in the quarter

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C
Qualified Service Organization Business Associate Agreement

This **Qualified Service Organization Business Associate Agreement** (“Agreement”) is entered into as of **January 1, 2020** (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **Folk-time, Inc.**, (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;

- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity’s knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys’ fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business

Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

Covered Entity

Folk-Time, Inc.

Clackamas County

Authorized Signer

Date

Richard Swift

Date

Health Housing and Human Services Director

Name / Title (Printed)

**EXHIBIT D
PROGRAM BUDGET**

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with Kittelson & Associates, Inc. to develop Last Mile Shuttle Plans for the Oregon City Shuttle, Clackamas Industrial Shuttle, West Linn/OC/Tualatin Commuter Shuttle, and the Milwaukie Industrial Shuttle.

Purpose/Outcomes	The purpose of this agreement is to complete planning services related to the above mentioned last mile shuttles. These shuttles will help further develop and expand transit within Clackamas County in conjunction with the Clackamas County Transit Development Plan (CCTDP).
Dollar Amount and Fiscal Impact	The maximum agreement is \$187,713. No match funds are required and there would be no fiscal impact on the County.
Funding Source	State Transportation Improvement Fund (STIF)
Duration	March 20, 2020 to June 30, 2021
Previous Board Action	August 7, 2018 BCC Study Session
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	March 11, 2020
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	#2585

Background

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Professional Services Agreement with Kittelson & Associates, Inc. for Last Mile Shuttle planning services. The planning, and implementation activities accomplished through this project will not only meet immediate needs for transit within Clackamas County, but will lay the groundwork for future transit services within the County.

TriMet's HB 2017 Transit Advisory Committee approved \$3 million, annually, in STIF funding for the Regional Coordination Program (RCP) for last mile shuttles within the TriMet District and/or services that help reduce fragmentation between TriMet and communities outside TriMet's service district, but inside Clackamas. As part of the RCP projects, Clackamas County received approval to complete planning for Last Mile Shuttle projects in Oregon City, Clackamas

Industrial area, Milwaukie Industrial and commuter shuttle services between Tualatin, Oregon City and West Linn. Last mile shuttles in Oregon City and Clackamas Industrial will be implemented during 2020.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on January 13, 2020. Proposals were opened on February 6, 2020, two (2) proposals were received: LSC Transportation Consultants and Kittelson & Associates. After review of the proposal and all necessary documentation, Kittelson & Associates, was determined to be the successful proposer.

The contract was reviewed and approved by County Counsel.

Recommendation

We recommend approval for this agreement and further recommend that Richard Swift, H3S Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health Housing & Human Services

Placed on the Agenda of _____ by the Procurement Division



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #2585**

This Personal Services Contract (this “Contract”) is entered into between **Kittelson & Associates, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health, Housing and Human Services department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Shuttle project planning services to develop and further expanded transit within Clackamas County (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred eighty seven thousand seven hundred thirteen dollars (\$187,713.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit D. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit D.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Kristina Babcock.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C., and Exhibit D.

7. Contractor and County Contacts.

Contractor	County
Administrator: Susan Wright Phone: 503-535-7432 Email: swright@kittelso.com	Administrator: Teresa Christopherson Phone: 503-742-5718 Email: Tchristopherson@clackamas.us

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

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract 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 Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, 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 County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property to the extent caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement. Notwithstanding the foregoing, Contractor's indemnification obligations hereunder will not exceed the proportionate share of Contractor's finally determined percentage of liability, as determined by a court of competent jurisdiction.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies with the exception of professional liability. 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: Contractor 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.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract 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 Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT,

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Contractor shall complete work as outlined in Request for Proposal #2019-96 Shuttle Project Planning Services issued January 13, 2020, hereby included as **Exhibit B**, and the Vendor's response hereby included as **Exhibit C**.

EXHIBIT B
RFP #2019-96
SHUTTLE PROJECT PLANNING SERVICES
Issued January 13, 2020

**EXHIBIT C
VENDOR'S PROPOSAL**

**EXHIBIT D
FEE SCHEDULE**

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Agreement with
Regional Toxicology Services, LLC dba Cordant Health Solutions,
for Health Centers Drug Testing Services.

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) urinalysis collection(s) and testing services for the patients that are treated at CHC clinics.
Dollar Amount and Fiscal Impact	Contract maximum value is \$500,000.
Funding Source	No County General Funds are involved. No matching funds required. Fees for services.
Duration	Effective upon signature and terminates on October 31, 2024.
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 on March 25, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	County Contract # 1936 / Health Centers Contract #9645

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Agreement #9645 to a Personal Services agreement with Cordant Health Solutions for the purpose of urinalysis collections and drug testing services.

CHC provides behavioral healthcare services whereas clinicians are currently collecting specimens. This contract will free up valuable clinician time and provide professional collection services. As part of recovery from Substance Use Disorders ("SUD"), most patients' treatment plans require regular drug testing. Regional Toxicology Services, LLC dba Cordant Health Solutions has a professional collection site within two (2) miles of the clinic.

The total amount of the Contract is \$500,000 over the 4-year life, which will be paid by fees for services. No County General Funds are involved.

PROCUREMENT PROCESS:

In accordance with Local Contract Review Board Rule C-047-0260 and applicable ORS, on May 28, 2019, the Clackamas County Procurement Office published a Request for Proposals (RFP) for Health Centers Drug Testing Services and closed on July 9, 2019.

Proposals were received from CleanFleet, Regional Toxicology Services, LLC dba Cordant Health Solutions and GS Testing, LLC. The evaluation committee, through scoring, determined that Regional Toxicology Services, LLC dba Cordant Health Solutions was the winning proposal and a notice of intent to award was published August 7, 2019. No protests were received.

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

Placed on the Agenda of _____ by the Procurement Division.



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
H3S Contract #9645 / Contract #1936**

This Personal Services Contract (this “Contract”) is entered into between **Regional Toxicology Services, LLC DBA Cordant Health Solutions** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health, Housing, and Human Services Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective **upon signature** of both parties. Unless earlier terminated or extended, this Contract shall expire on **October 31, 2024**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Hilltop Clinic Drug Testing Services** (“Work”), further described in **Exhibit A**, RFP 2019-30 and **Exhibit B**, modified Scope of Work.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **five hundred thousand dollars (\$500,000.00)**, over the life of the Contract, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit C**, Contractors Proposal. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted by email to:
healthcenterap@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit C are void.

7. Contractor and County Contacts.

Contractor	County
Administrator: Amanda Gibbs Phone: 928-440-6288 Email: agibbs@cordanths.com	Administrator: Emily Ketola Phone: 503-722-6258 Email: eketola@clackamas.us

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

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract 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 Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, 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 County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent Contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Suite 367, Oregon City, OR 97045 or healthcentercontracts@clackamas.us.

Required - Workers Compensation: Contractor 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 – Physical Abuse and Sexual Molestation: 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 covered damages.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Suite 367, Oregon City, OR 97045, or healthcentercontracts@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m., as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results solely from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent Contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, 27 and 28, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 27 and 28 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract 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 Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if either party breaches any Contract provision or is declared insolvent, the other party may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

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

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever

(other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

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

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

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

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

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

28. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

29. HIPAA COMPLIANCE. Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 CFR. Part 160 and 164, Subpart A and E, the County is required to enter into a *Qualified Service Organization Business Associate Agreement* (“QSABAA”), attached hereto as **Exhibit D**, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information (“PHI”) disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Qualified Service Organization Business Associate Agreement or pursuant to a written consent in compliance with 42 CFR Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 CFR Part 2.

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

SIGNATURE PAGE FOLLOWS

EXHIBIT A
RFP #2019-30 HILLTOP CLINIC DRUG TESTING SERVICES

MODIFIED SCOPE OF WORK

EXHIBIT B MODIFIED SCOPE OF WORK

Contractor shall provide all Work as described in this Exhibit B, Modified Scope of Work from RFP 2019-30.

3.3. SCOPE OF WORK

3.3.1. DEFINITIONS

1. **"CCHCD"** means Clackamas County Health Centers Division. The Division of the Health, Housing, and Human Services Department governed by Clackamas County. The entity that oversees the operations of the clinics.
2. **"County"** means the municipality of government that oversees the funding of the CCHCD clinics.
3. **"Contractor"** means the company that oversees the funding and operation of the laboratories.
4. **"Collection site(s)"** means the physical location of the specimen collection.
5. **"Laboratory or Laboratories"** means the facilities that oversees the operations and testing of collected specimens picked-up at CCHCD clinics.
6. **"COC"** means the Chain of Custody form that is filled-in by Laboratory at time of specimen collection that indicates what type of testing is needed.
7. **"EHR or EHR's"** means the Electronic Health Record of the CCHCD client.
8. **"FDA"** means Federal Drug Administration.
9. **"UA"** means urinalysis.
10. **"FQHC"** means Federally Qualified Health Center.
11. **"Subcontracted"** means the company who operates the collection site that has an agreement with the Contractor to perform specimen collections that will be sent to the Laboratory for testing.

3.3.2. SERVICE COMPONENTS

COLLECTION SITES

The Laboratory must have Collection site(s) that is near the specialty behavioral health clinic that serve these clients. The specifications and addresses to those clinics are outlined below:

- Hilltop Health Clinic, 998 Library Court, Oregon City, OR 97045 - Collection site(s) must be within 5-10 miles

Collection site(s) will provide all supplies to include: specimen containers, cups, labels, oral fluid kits, and COC forms. To include a commode specimen collectors (a pan that fits into the toilet for use in collecting urinalysis specimens from a female). Samples submitted for testing shall contain the Laboratory's required minimum amount of urine, ordinarily 60cc or two ounces. Contractor must disclose any collection site(s) intended to be subcontracted with Laboratory to perform specimen collections.

One (1) subcontracted collection site has been identified as follows:

- American Family Care, Urgent Care 397 Warner Milne Rd., Oregon City, OR 97045.

Contractor has initiated a separate Third-party Specimen Collection Site Service Agreement. County requires a copy of such Agreement. Subcontractor will also be required to execute a Qualified Service Organization Business Associate Agreement with the County.

WORKING HOURS OF OPERATION

Collection site(s) must be open Monday through Friday during the hours of 8am - 5pm, optimal if available at least one weekend day.

COORDINATION OF PATIENT TESTING

Contractor shall work with CCHCD in establishing a communication plan and work-flow for the scheduling of drug screens of clients who are required to submit to regular and random collections.

LABORATORY CONSULTATION

Provide expert toxicologist consultation services including genetics, toxicology, HIV, microbiology, and other consultation services as needed to aid with test result interpretation. Contractor shall be available to consult with CCHCD by telephone during normal Laboratory working hours to discuss Laboratories procedures and to provide the status of test results.

TEST RESULTS

The Contractor must perform the test within 24 - 48 hours of receipt. The Contractor will advise CCHCD staff within 72 hours of the time the test was performed, if the results are positive (except weekends and holidays, in which case test results are to be reported on the first business day following the weekend/holiday). A secured platform or other form of communication will be agreed to on how test results will be submitted to CCHCD. Screenings testing positive must be retained by the Contractor for a minimum of 30 days for possible retesting, if requested. Include validity testing on each specimen at no additional costs. A separate and different method from the basic EIA (Enzyme Immunoassay) screen shall be used for confirmation of all non-negative screens. Specimens found to be "non-negative" by the EIA screen shall be confirmed by GC/MS (Gas Chromatography / Mass Spectrometry), LC/MS/MS (Liquid Chromatography / Tandem Mass Spectrometry), or any other method demonstrating equal specificity, sensitivity, and reliability. If necessary because of litigation, the Contractor must provide a qualified expert witness to testify as to Contractors procedures employed as well as accuracy and reliability of test results. Contractor staff may be required to testify by phone. Additionally, the Contractor must be able to prove COC. Any retesting shall be done by Contractor at no additional cost.

PERFORMANCE REQUIREMENTS

Collection site(s) and Contractor must adhere to and comply with all applicable local, federal and state licensure laws. The Laboratory must demonstrate a satisfactory intrinsic quality control program and must participate in one or more proficiency testing programs conducted by local, state, federal or professional groups, and must have demonstrated satisfactory last two years. The Contractor will provide results of proficiency testing to the County at least annually. The contracted Contractor and Collection site(s) must be licensed under OAR 333-024-0305 to 333-024-0350.

QUALITY OF SERVICE

The Contractor agrees that all lab tests will be performed onsite at the Contractor's licensed Laboratory or Collection site(s) and performed by licensed personnel, except as noted in the Subcontracting section below under General Conditions. The Contractor also agrees to have a toxicologist or other certified expert employed on call for telephone consultations at no additional cost.

REPORTING

Provide reports to clinic staff detailing the description and cost of each test, or any other reports on demand. Contractor shall comply with the reporting requirements of the County including but not limited to; Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

BASIC SCREENING PROCEDURES

All testing will be performed according to manufacturers' specifications for all requests and instruments, as in FDA approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted the Contractors modified protocol. All FDA protocols and guidelines will be followed.

CONFIRMATION OF POSITIVE TESTS

The Contractor must perform adulteration testing on all submitted specimens. Specimens containing nitrate at concentrations ≥ 1000 ug/ml will be reported as "specimen adulterated - presence of nitrate detected". All nitrate-positive specimens will be stored frozen by the Laboratory for one year. A separate and different method from the basic EIA (Enzyme Immunoassay) screen shall be used for confirmation of all non-negative screens. Specimens found to be "non-negative" by the EIA screen shall be confirmed by GC/MS (Gas Chromatography / Mass Spectrometry), LC/MS/MS (Liquid Chromatography / Tandem Mass Spectrometry), or any other method demonstrating equal specificity, sensitivity, and reliability. Additionally, pH, specific gravity and glutaraldehyde testing will be performed on suspect samples. Complete Specimen Validity Testing, including but not limited to: pH, Creatinine, specific gravity, dilution and oxidants; are to be performed on every sample at no additional cost. The Contractor will provide expert toxicologist consultative services in regards to specific questions about drug screen testing and results at no additional cost.

REASONABLE CAUSE DRUG TESTING OPTIONS

Reasonable Suspicion testing will be available at the request of CCHCD staff if it can be accommodated by the collection site for instances outside of scheduled collections.

QUALITY CONTROL

The Contractor will have a quality control program. The program shall, at a minimum, including all of the following:

- A mechanism to determine and monitor turnaround time for results of samples;
- A mechanism for determining, reporting and monitoring test report errors;
- A mechanism to resolve problems determined as a result of items 1 and 2 above;
- A mechanism for review of professional staff qualifications including licensure.

Quality control records will be available upon request. Contractor will meet industry standards on COC requirements.

PAYMENT AND INVOICE

Contractor shall provide an itemized invoice for each location at the end of each calendar month. The invoice is to include the following information:

- Patient name
- Lab test identifying number
- Test performed

- Date of test
- Program
- Cost of each service provided

Subject to all other applicable terms and conditions of the Contract, County shall pay Contractor for Work performed and in accordance with the costs and rates set forth in **Exhibit C**, Contractors Proposal.

CONTACT PERSONS

The Contractor shall designate one or more person(s) responsible for Contractor's work for the County. Contractor shall provide names, addresses, and telephone numbers of such person(s) and shall keep this information current at all times.

SPECIFICATIONS OF METHODOLOGY:

SENSITIVITY

The Contractor shall detect and identify at least the following drugs and metabolites by basic screen at the minimal levels or lower stated.

	DRUGS TO BE TESTED	Screening CUT-OFF LEVELS
1.	Morphine (total, free, or glucuronide)	300 ng/ml
2.	Methadone (& metabolite)	300 ng/ml
3.	Codeine	300 ng/ml
4.	Opiates	300 ng/ml
5.	Barbiturates (including but not limited to; Armobarbital, Phenobarbital, Pento-Barbital, Butobarbital, Nexobarbital, Secobarbital)	200 ng/ml
6.	Amphetamines (including but not limited to; d-amphetamine and methamphetamine)	500 ng/ml
8.	Cocaine Metabolite (benzoylecgonine)	300 ng/ml
9.	Benzodiazepines	200 ng/ml
10.	Phencyclidine (PCP)	25 ng/ml
11.	THC or THC Metabolite	50 ng/ml
12.	Ethyglucuronide –ETG	500 ng/ml
13.	Oxycodone	100 ng/ml
14.	Soma	As mutually agreed in writing by County Contract Administrator and Contractor.
15.	SPICE / K2	As mutually agreed in writing by County Contract Administrator and Contractor.

16.	Kratom	As mutually agreed in writing by County Contract Administrator and Contractor.
17.	Flexeril	As mutually agreed in writing by County Contract Administrator and Contractor.
18.	Bath Salts	As mutually agreed in writing by County Contract Administrator and Contractor.
19.	Naltraxone	As mutually agreed in writing by County Contract Administrator and Contractor.
20.	Methaqualone	300 ng/ml
21.	Buprenorphine	5 ng/ml
22.	Propoxyphene or Propoxyphene Metabolite	As mutually agreed in writing by County Contract Administrator and Contractor.
23.	Hydromorphone	As mutually agreed in writing by County Contract Administrator and Contractor.
24.	Hydrocodone	As mutually agreed in writing by County Contract Administrator and Contractor.
25.	Panel that Tests for all drugs/cut-off levels listed in rows 1 through 24* (Preferred to single price of each drug listed above, most desired is a panel encompassing all)	As applicable to both listed and Mutually Agreed Cut-Off Levels.

Ideally, the County would like to have a panel that tests for all drugs listed above and what the total cost(s) would be for that panel (if the best accommodation your entity can provide is a 10 panel, with additional costs for extras tested, then please list that out and what the panel would be made up of as an attachment). Additionally, please list out all fees associated with urinalysis collection and testing, and oral fluid collection and testing.

EXHIBIT C
CONTRACTOR'S PROPOSAL

EXHIBIT D
Qualified Service Organization Agreement

Clackamas County Health Housing and Human Services

Clackamas County Health Centers (“County”) and Contractor. Regional Toxicology Services LLC, dba Cordant health Solutions (“Qualified Service Organization”) have entered into one or more agreements (“Services Agreement”) pursuant to which Qualified Service Organization (“QSO”) is providing services to a County Part 2 Program that requires the QSO to receive, store, process or otherwise deal with Part 2 Data protected by 42 CFR Part 2. This agreement (“Agreement”) sets forth the terms and conditions pursuant to which the information will be handled between County and QSO during the term of each Services Agreement and after its termination.

ARTICLE 1. Terms

- 1.1 Terms used, but otherwise not defined, in this Agreement shall have the same meaning as those terms in 42 CFR Part 2 and as amended.
- 1.2 **Individual.** “Individual” shall mean an individual who has applied for or been given diagnosis or treatment for substance use disorder at a County Part 2 Program and includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a substance use disorder program at County.
- 1.3 **Part 2 Data** shall mean any information relating to an Individual created by, received, or acquired by a County Part 2 Program that is protected under 42 CFR Part 2.

ARTICLE 2. Obligations and Activities of Qualified Service Organization

QSO shall:

- 2.1 Not store, process, use, or disclose Part 2 Data other than as permitted or required by this Agreement or as permitted or required by law. QSO shall store, process, use, or disclose the minimum necessary Part 2 Data to fulfill its obligations to County or as otherwise imposed by law.
- 2.2 Implement and use appropriate administrative, technical and physical safeguards with respect to Part 2 Data, to prevent use or disclosure of the Part 2 Data other than as provided for by this Agreement.
- 2.3 Mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known or suspected to QSO of a use or disclosure of Part 2 Data by QSO in violation of this Agreement or 42 CFR Part 2.
- 2.4 Not re-disclose any Part 2 Data, except as otherwise permitted by 42 CFR Part 2.
- 2.5 Be fully bound by the provisions of the federal regulations governing Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 when receiving, storing, processing, or otherwise dealing with Part 2 Data.
- 2.6 Resist any effort in a judicial proceeding to obtain access to Part 2 Data or other information pertaining to Individuals except as expressly provided for in 42 CFR Part 2. QSO shall immediately notify County if QSO receives such request.

ARTICLE 3. Permitted Uses and Disclosures by Qualified Service Organization

- 3.1 QSO is authorized to receive, store, process, use or disclose Part 2 Data for the express purpose(s) described in the underlying Services Agreement, provided that nothing in this Agreement authorizes QSO to process, store, use or disclose Part 2 Data in violation of 42 CFR Part 2 or any more stringent state law provisions.

- 3.2 Within five (5) days of discovery, QSO must notify County in writing of any known or suspected use or disclosure of Part 2 Data in violation of or not provided for by this Agreement. Notification must include:
 - 3.2.1 the individuals whose Part 2 Data has been, or is reasonably believed to have been, the subject of the unpermitted use or disclosure,

 - 3.2.2 the type of Part 2 Data used or disclosed,

 - 3.2.3 the date of the unpermitted use or disclosure,

 - 3.2.4 the date of discovery, and

 - 3.2.5 a description of what QSO is doing to investigate the unpermitted use or disclosure of Part 2 Data, to mitigate loss, and to protect against any further or future unpermitted uses or disclosures of Part 2 Data.

ARTICLE 4. Term and Termination

- 4.1 Term. This Agreement shall be effective upon execution, and shall terminate when the Services Agreement terminates or on the date either party terminates for cause as authorized in Section 4.2 of this Agreement.

- 4.2 Termination for Cause. Upon the QSO's or County's knowledge of a material breach by the other party, the County or QSO may either:
 - 4.2.1 Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement and the Services Agreement(s) if the breaching party does not cure the breach or end the violation within five (5) business days. The breaching party shall notify, in writing, the actions taken to cure the breach or end the violation; or

 - 4.2.2 Immediately terminate this Agreement and the Services Agreement(s) if the breaching party has breached a material term of this Agreement and cure is not feasible.

- 4.3 Effect of Termination
 - 4.3.1 Except as provided in this section, upon termination of this Agreement, for any reason, QSO shall return or destroy all Part 2 Data received from County. This provision shall apply to Part 2 Data that is in the possession of subcontractors or agents of QSO. QSO shall retain no copies of the Part 2 Data.

 - 4.3.2 In the event that QSO determines that returning or destroying the Part 2 Data is infeasible, and County agrees, QSO shall extend the protections of this Agreement to such

Part 2 Data and limit further uses and disclosures of such Part 2 Data to those purposes that make the return or destruction infeasible, for so long as QSO maintains such Part 2 Data.

ARTICLE 5. Miscellaneous

- 5.1 **Amendment.** County and QSO shall take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of 42 CFR Part 2.
- 5.2 **Survival.** The respective rights and obligations of QSO under Section 4.3 of this Agreement shall survive the termination of this Agreement.
- 5.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit County to comply with 42 CFR Part 2.
- 5.4 **Other Laws.** Nothing herein shall be construed as authorizing either party to fail to comply with any other applicable law relating to health care records.
- 5.5 **Remedies in Event of Breach.** QSO recognizes that irreparable harm will result to County, and to County business, in the event of breach by QSO of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained herein, County will be entitled to enjoin and restrain QSO from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by QSO, County is entitled to reimbursement and indemnification from QSO for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any unpermitted use or disclosure of Part 2 Data, that were reasonably incurred as a result of QSO's breach. The remedies contained in this Article are in addition to (and do not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Agreement. This provision shall survive termination of the Agreement.

Qualified Service Organization

Covered Entity

**Regional Toxicology Services, LLC
Dba Cordant Health Solutions**

**Clackamas County
Health Housing and Human Services**

Authorized Signature

Richard Swift, H3S Director

Printed Name/Title

Date

Date



DAN JOHNSON
DIRECTOR

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

April 2, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way and Easements for the Dryland Road Guardrail Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$10,000 and is included within the \$220,000 total project budget.
Funding Source	County Road Funds/HB 2017 Safety Fund
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	N/A
Strategic Plan Alignment	-Build a strong and safe infrastructure -Ensure safe, healthy and secure communities.
Counsel Review	County Counsel reviewed and approved March 12, 2020.
Contact Persons	Sharan Hams-LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

County Road funds utilizing the HB 2017 Safety Fund will be used to construct safety improvements along a 570 foot section of Dryland Road between MP 5.20 and MP 5.30.

There is a slight horizontal reverse curve that begins immediately south of a crest of a vertical curve at this section of Dryland Road. There have been two serious crashes at this location resulting in three fatalities. In both crashes the vehicles left the roadway after failing to navigate the horizontal curve. The County installed post-mounted delineators and enhanced warning signs after the first crash. This project will install guardrail along both sides of the roadway to help prevent vehicles from leaving the roadway and reduce the severity of lane departures.

This project will require the acquisition of Permanent Road Right of Way Easement and Temporary Construction Easements from two properties on the east side of the roadway.

The Board has authority to exercise the power of eminent domain under ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (Department) project development procedures and the final legal descriptions required for acquisition of the needed rights of way and easements from two properties affected by the Project have been developed.

The Department shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation, staff will review current market sales data of comparable properties to prepare an Appraisal Waiver valuation.

The resolution directs Department staff to proceed with good faith negotiations for the acquisition of the needed property rights. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way and easements by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Sharan LaDuca

Sharan LaDuca
Senior Right of Way Agent

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

In the Matter of Declaring the Necessity
and Purpose for Acquisition of Rights of
Way and Easements and Authorizing
Good Faith Negotiations and
Condemnation Actions for the Dryland
Road Guardrail Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on April 2, 2020 and

It appearing to the Board that the Dryland Road Guardrail Project ("Project") will construct guardrail along a 570 foot section of Dryland Road between MP 5.20 and MP 5.30, which is in the public interest and necessary for improved transportation and public safety; and

It further appearing to the Board that the Project has been developed and reviewed by County Staff; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and

It further appearing to the Board that rights of way and easements within the boundaries described in the attached Exhibit A-1 and A-2 (Exhibits) are a necessary part of the Project, consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

It further appearing to the Board that immediate possession of the rights of way, easements, and fee property described in the Exhibits may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development ("the Department"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity
and Purpose for Acquisition of Rights of
Way and Easements and Authorizing
Good Faith Negotiations and
Condemnation Actions for the Dryland
Road Guardrail Project



Resolution No. _____

Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits; and

2) If the Director of the Department (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and fee property required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and

3) It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2020.

Chair

Recording Secretary

EXHIBIT "A-1"

Dryland Road Improvements

March 2, 2020
Map No. 41E35 00500
File 1

Page 1 of 3

TRACT A (Permanent Right of Way Easement for Road Purposes):

A portion of that property described in Document No. 2019-042063 of the Clackamas County Deed records, located in the NW 1/4 of Section 35, Township 4 South, Range 1 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Beginning at the southwest corner of that property described in said Document No. 2019-042063 as "Parcel 2", being a point on the original easterly right of way of Dryland Road (County Road No. 231); thence along the southerly boundary line of said property, North 89°43'43" East 20.00 feet; thence leaving said property line, South 00°53'33" West 492.28 feet to the south line of "Parcel 3" of that property described in Document No. 2019-042063; thence along said south line, North 89°54'10" West 10.00 feet to the said original easterly right of way line of said Dryland Road; thence along said line, North 00°16'17" West 492.11 feet to the Point of Beginning.

Containing 7382 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

TRACT B (Temporary Construction Easement):

A portion of that property described in Document No. 2019-042063 of the Clackamas County Deed records, located in the NW 1/4 of Section 35, Township 4 South, Range 1 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing at the southwest corner of that property described in said Document No. 2019-042063 as "Parcel 2", being a point on the original easterly right of way of Dryland Road (County Road No. 231); thence along the southerly boundary line of said property, North 89°43'43" East 20.00 feet to the Point of Beginning; thence continuing along said southerly line, North 89°43'43" East 5.00'; thence leaving said property line, South 00°53'33" West 40.44 feet; thence North 89°06'26" West 5.00 feet; thence North 00°53'53" East 40.34 feet to the Point of Beginning.

EXHIBIT "A-1" (Continued)

Dryland Road Improvements

March 2, 2020
Map No. 41E35 00500

Page 2 of 3

File 1

Containing 202 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

TRACT C (Temporary Construction Easement):

A portion of that property described in Document No. 2019-042063 of the Clackamas County Deed records, located in the NW 1/4 of Section 35, Township 4 South, Range 1 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing at the southwest corner of that property described in said Document No. 2019-042063 as "Parcel 2", being a point on the original easterly right of way of Dryland Road (County Road No. 231); thence along the southerly boundary line of said property, North 89°43'43" East 20.00 feet; thence leaving said southerly line South 00°53'33" East 281.61 feet to the Point of Beginning; thence South 89°06'26" East 3.00 feet; thence South 00°53'33" West 50.30 feet; thence North 89°06'26" West 3.00 feet; thence North 00°53'53" East 50.30 feet to the Point of Beginning.

Containing 151 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

TRACT D (Temporary Construction Easement):

A portion of that property described in Document No. 2019-042063 of the Clackamas County Deed records, located in the NW 1/4 of Section 35, Township 4 South, Range 1 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing at the southwest corner of that property described in said Document No. 2019-042063 as "Parcel 3", being a point on the original easterly right of way of Dryland Road (County Road No. 231); thence along the southerly boundary line of said property, South 89°54'10" East 10.00 feet; thence leaving said southerly line North 00°53'33" East 30.00 feet to

EXHIBIT "A-1" (Continued)

Dryland Road Improvements

March 2, 2020
Map No. 41E35 00500

Page 3 of 3

File 1

the Point of Beginning; thence continuing North 00°53'33" East 40.00 feet; thence South 89°06'26" East 5.00 feet; thence South 00°53'53" West 40.00 feet; thence North 89°06'26" West 5.00 feet to the Point of Beginning.

Containing 200 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-20

EXHIBIT "A-2"

Dryland Road Improvements

March 2, 2020
Map No. 41E35 00400
File 2

Page 1 of 1

TEMPORARY CONSTRUCTION EASEMENT:


A portion of that property described in Document No. 2019-042063 of the Clackamas County Deed records, located in the NW 1/4 of Section 35, Township 4 South, Range 1 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Beginning at the southwest corner of that property described in said Document No. 2019-042063 as "Parcel 2", being a point on the original easterly right of way of Dryland Road (County Road No. 231); thence along said right of way line North 0°16'17" West 5.07 feet; thence leaving said right of way line, South 89°57'38" East 25.03 feet; thence South 0°02'22" West 4.94 feet to the southerly boundary line of said Parcel 2; thence along said boundary line South 89°43'43" West 25.00 to the Point of Beginning.

Containing 125 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12-31-20



DAN JOHNSON
DIRECTOR

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

April 2, 2020

Board of County Commissioners
Development Agency Board

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Fuller Road Station Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$900,000 and is included within the \$4,075,000 total project budget.
Funding Source	-Clackamas County Development Agency -North Clackamas Revitalization Urban Renewal District
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	-Board approval of the Project Budget in June 2019. -Board approval of a contract for A & E Services with HHPR in June 2019.
Strategic Plan Alignment	-This item will support the growth of a vibrant economy. -This item will ensure safe, healthy and secure communities.
Counsel Review	County Counsel reviewed and approved March 12, 2020.
Contact Persons	Sharan Hams-LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

The Board of County Commissioners previously approved funding for the Fuller Road Station Project, which will construct new neighborhood streets that are included in the Fuller Road Station Area Master Plan. The new streets are in the vicinity of the TriMet Park and Ride north of Otty Road and east of Fuller Road. Construction of these streets will facilitate redevelopment of the area as envisioned in the master plan.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury.

In order to construct the improvements as designed, additional rights of way, easements, and fee property will be required.

Under ORS Chapter 35 the Board has authority to exercise the power of eminent domain to acquire rights of way, easements, and fee property by purchase or condemnation proceedings.

In accordance with the design of the project, the Development Agency (Agency) has developed the legal descriptions required for acquisition of the needed rights of way and easements.

The resolution directs Development Agency to negotiate in good faith and accordance with all applicable laws, rules, and regulations governing such acquisitions, in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner and authorizes staff to utilize the expertise of authorized real estate appraisers and other such experts to assist in the acquisition process. The resolution further requires the Manager of the Development Agency to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Sharan Hams-LaDuca

Sharan Hams-LaDuca
Senior Right of Way Agent

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Fuller Road Station Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on April 2, 2020; and

It appearing to the Board that funding for the Fuller Road Station Project ("Project") was included within the Clackamas County Development Agency ("Agency") approved 2019-2020 budget; that the Project will provide for the construction of two new streets in the North Clackamas Revitalization Area Urban Renewal District which is in the public interest and necessary for improved transportation and public safety; and that the Project is consistent with the powers and purposes of County government; and

It further appearing to the Board that the Project has been developed and reviewed by County Staff; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and

It further appearing to the Board that rights of way and easements within the boundaries described in the attached Exhibits A-1, A-2, and A-3 ("Exhibits") are a necessary part of the Project, consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

It further appearing to the Board that immediate possession of the rights of way, easements, and fee property described in the Exhibits may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the Agency, in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Fuller Road Station Project



Resolution No. _____

Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Agency be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified as necessary within the boundaries of the Exhibits. In so doing, the Agency is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist Staff with this process; and

2) If the Manager of the Agency ("Manager") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and fee property required for the Project, the Manager shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and

3) It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Manager of the Agency shall inform the Board when the Manager deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2020.

Chair

Recording Secretary

EXHIBIT A-1

Clackamas County
Fuller Station Project
November 19, 2019

County Project No. DD-16
Map & Tax Lot No. 12E28CB-1900
Property No. 1

Page 1 of 2

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 5, Plat of "BATTIN ACRES", Plat No. 634, Clackamas County Survey Records, also being a portion of that tract of land as described by Statutory Warranty Deed to Kenneth J Marquardt and Emily B Marquardt, recorded September 30, 2016 as Document No. 2016-067333, Clackamas County Deed Records, said parcel being that portion of said property lying northerly and westerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 124.00 feet right of Proposed D Street Centerline Station 10+00.00;

Thence easterly, in a straight line, to a point 124.00 feet right of Proposed D Street Centerline Station 10+30.13;

Thence northerly, in a straight line, to a point 30.00 feet right of Proposed D Street Centerline Station 10+47.37;

Thence easterly, in a straight line, to a point 30.00 feet right of Proposed D Street Centerline Station 12+76.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Fuller Road.

The stationing used to describe this parcel is based on the Proposed Centerline of D Street, being more particularly described as follows:

Beginning at a point on the centerline of S.E. Fuller Road (Price-Fuller Road)(County Road No. 53) which bears N11°16'14"E, 476.25 feet from a 5/8" iron rod with orange plastic cap inscribed "HHPR INC" in a monument box at the centerline intersection of said S.E. Fuller Road and S.E. Otty Road (County Road No. 3442) per Post-Construction Record of Survey recorded as SN 2017-109, Clackamas County Survey Records.

Thence leaving said centerline S89°07'18"E, 712.29 feet to the terminus of this description

This legal description, along with the Basis of Bearings thereof, is based on Post-Construction Record of Survey recorded as SN 2017-109, Clackamas County Survey Records. The centerline of S.E. Otty Road, between S.E. Fuller Road (County Road No. 53) and S.E. 82nd Avenue (Cascade Highway 213)(Market Road No. 38), was held to be S89°09'39"E per said survey.

The parcel of land to which this description applies contains 8,987 square feet more or less.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 5, Plat of "BATTIN ACRES", Plat No. 634, Clackamas County Survey Records, also being a portion of that tract of land as described by Statutory Warranty Deed to Kenneth J Marquardt and Emily B Marquardt, recorded September 30, 2016 as Document No. 2016-067333, Clackamas County Deed Records, said parcel being that portion of said property lying northerly and westerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 124.00 feet right of Proposed D Street Centerline Station 10+00.00;

Thence easterly, in a straight line, to a point 124.00 feet right of Proposed D Street Centerline Station 10+45.38;

Thence northerly, in a straight line, to a point 45.00 feet right of Proposed D Street Centerline Station 10+59.86;

Thence easterly, in a straight line, to a point 45.00 feet right of Proposed D Street Centerline Station 12+76.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Fuller Road.

The stationing used to described this parcel is based on the Proposed Centerline of D Street described herein, being more particularly described in Parcel 1.

The parcel of land to which this description applies contains 4,333 square feet more or less.



EXPIRES: 12-31-21

EXHIBIT A-2

Clackamas County
Fuller Station Project
January 13, 2020

County Project No. DD-16
Map & Tax Lot No. 12E28CB-1800
Property No. 2

Page 1 of 2

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 6, Plat of "BATTIN ACRES", Plat No. 634, Clackamas County Survey Records, also being a portion of that tract of land as described by Warranty Deed to Dennis V. Snyder Sr., Barbara A. Washburn, Linda M. Hall, Louise J. Dees, recorded December 13, 1985 as Document No. 85-44126, Clackamas County Deed Records, also being a portion of that tract of land as described by Warranty Deed to Dennis V. Snyder, recorded January 31, 1989 as Document No. 89-04659, Clackamas County Deed Records, said parcel being that portion of said property lying westerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 52.00 feet right of Existing S.E. Fuller Road Centerline Station 2+45.00;
Thence northerly, in a straight line, to a point 52.00 feet right of Existing S.E. Fuller Road Centerline Station 3+82.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Fuller Road.

The stationing used to describe this parcel is based on the Existing Centerline of S.E. Fuller Road, being more particularly described as follows:

Beginning at a 5/8" iron rod with orange plastic cap inscribed "HHPR INC" set in a monument box at the centerline intersection of S.E. Fuller Road (Price-Fuller Road)(County Road No. 53) and S.E. Otty Road (County Road No. 3442) per Post-Construction Record of Survey recorded as SN 2017-109, Clackamas County Survey Records.

Thence N11°16'14"E, along the centerline of said S.E. Fuller Road, 476.25 feet to the terminus of this description.

This legal description, along with the Basis of Bearings thereof, is based on Survey No. 2017-109, Clackamas County Survey Records. The centerline of S.E. Otty Road, between S.E. Fuller Road (County Road No. 53) and S.E. 82nd Avenue (Cascade Highway 213)(Market Road No. 38), was held to be S89°09'39"E.

The parcel of land to which this description applies contains 2,505 square feet more or less.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit “B”, lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 6, Plat of “BATTIN ACRES”, Plat No. 634, Clackamas County Survey Records, also being a portion of that tract of land as described by Warranty Deed to Dennis V. Snyder Sr., Barbara A. Washburn, Linda M. Hall, Louise J. Dees, recorded December 13, 1985 as Document No. 85-44126, Clackamas County Deed Records, also being a portion of that tract of land as described by Warranty Deed to Dennis V. Snyder, recorded January 31, 1989 as Document No. 89-04659, Clackamas County Deed Records, said parcel being that portion of said property lying westerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 57.00 feet right of Existing S.E. Fuller Road Centerline Station 2+45.00;

Thence northerly, in a straight line, to a point 57.00 feet right of Existing S.E. Fuller Road Centerline Station 3+07.42;

Thence easterly, in a straight line, to a point 67.00 feet right of Existing S.E. Fuller Road Centerline Station 3+07.42;

Thence northerly, in a straight line, to a point 67.00 feet right of Existing S.E. Fuller Road Centerline Station 3+27.42;

Thence westerly, in a straight line, to a point 57.00 feet right of Existing S.E. Fuller Road Centerline Station 3+27.42;

Thence northerly, in a straight line, to a point 57.00 feet right of Existing S.E. Fuller Road Centerline Station 3+82.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Fuller Road.

The stationing used to described this parcel is based on the Existing Centerline of S.E. Fuller Road described herein, being more particularly described in Parcel 1.

The parcel of land to which this description applies contains 769 square feet more or less.

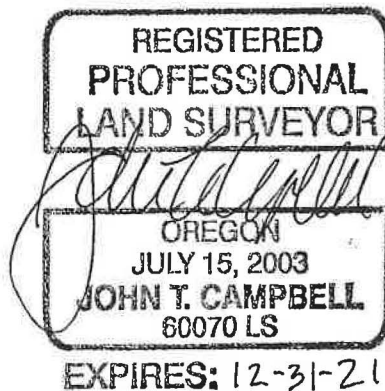


EXHIBIT A-3

Clackamas County
Fuller Station Project
March 2, 2020

County Project No. DD-16
Map & Tax Lot No. 12E28CB-1601
Property No. 3

Page 1 of 2

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 8, Plat of "BATTIN ACRES", Plat No. 634, Clackamas County Survey Records, also being a portion of that tract of land as described by Parcel I of Warranty Deed to Gordon Robert Jantz, recorded June 03, 2009 as Document No. 2009-038859, Clackamas County Deed Records, also being a portion of that tract of land as described by Parcel I of Warranty Deed to Carrie Elizabeth Jantz (an undivided one-half interest), recorded August 3, 2015 as Document No. 2015-051587, Clackamas County Deed Records, said parcel being subject to a Real Estate Contract with H.V. Properties LLC, an Oregon Limited Liability Company, recorded August 3, 2015 as Document No. 2015-051588, Clackamas County Deed Records, said parcel being that portion of said property lying southwesterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 60.76 feet right of Existing S.E. Fuller Road Centerline Station 0+20.00;
Thence northwesterly, in a straight line, to a point 15.56 feet right of Existing S.E. Fuller Road Centerline Station 0+46.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Fuller Road.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Otty Road.

The stationing used to describe this parcel is based on the Existing Centerline of S.E. Fuller Road, being more particularly described as follows:

Beginning at a 5/8" iron rod with orange plastic cap inscribed "HHPR INC" set in a monument box at the centerline intersection of S.E. Fuller Road (Price-Fuller Road)(County Road No. 53) and S.E. Otty Road (County Road No. 3442) per Post-Construction Record of Survey recorded as SN 2017-109, Clackamas County Survey Records.

March 2, 2020

Thence N11°16'14"E, along the centerline of said S.E. Fuller Road, 476.25 feet to the terminus of this description.

This legal description, along with the Basis of Bearings thereof, is based on Survey No. 2017-109, Clackamas County Survey Records. The centerline of S.E. Otty Road, between S.E. Fuller Road (County Road No. 53) and S.E. 82nd Avenue (Cascade Highway 213)(Market Road No. 38), was held to be S89°09'39"E.

The parcel of land to which this description applies contains 93 square feet more or less.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 8, Plat of "BATTIN ACRES", Plat No. 634, Clackamas County Survey Records, also being a portion of that tract of land as described by Parcel I of Warranty Deed to Gordon Robert Jantz, recorded June 03, 2009 as Document No. 2009-038859, Clackamas County Deed Records, also being a portion of that tract of land as described by Parcel I of Warranty Deed to Carrie Elizabeth Jantz (an undivided one-half interest), recorded August 3, 2015 as Document No. 2015-051587, Clackamas County Deed Records, said parcel being subject to a Real Estate Contract with H.V. Properties LLC, an Oregon Limited Liability Company, recorded August 3, 2015 as Document No. 2015-051588, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 125.00 feet right of Existing S.E. Fuller Road Centerline Station 0+48.27;

Thence westerly, in a straight line, to a point 46.57 feet right of Existing S.E. Fuller Road Centerline Station 0+33.93;

Thence northwesterly, in a straight line, to a point 18.63 feet right of Existing S.E. Fuller Road Centerline Station 0+50.00;

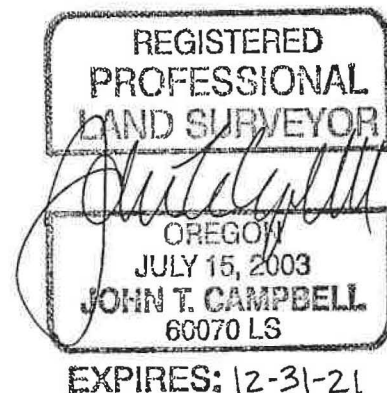
EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Fuller Road.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of S.E. Otty Road.

The stationing used to described this parcel is based on the Existing Centerline of S.E. Fuller Road described herein, being more particularly described in Parcel 1.

The parcel of land to which this description applies contains 457 square feet more or less.



DRAFT

Approval of Previous Business Meeting Minutes:

February 20, 2020

February 27, 2020

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, February 20, 23, 2020 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Chair Jim Bernard
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader – Excused after Blumenauer’s introduction.
Housing Authority Commissioner, Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard introduced Congressman Earl Blumenauer.

Congressman Blumenauer thanked Clackamas County for the kind welcome. Today he has met with County staff on several issues including housing projects. He will also take a tour with Commissioner Schrader of the Willamette Falls legacy site.

~Board Discussion~

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY (HA) CONSENT AGENDA

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

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Adoption of Revisions to the Housing Authority of Clackamas County’s Bylaws
2. Approval of Amendment No. 1 to the Service Contract between the Housing Authority and Mental Health Association of Oregon for Peer Support Services for Families Living in Housing
3. Approval of Amendment #1 to IGA between Health, Housing and Human Services and Housing Authority of Clackamas County for Additional Peer Support Services

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Greg Chianello, Eagle Creek – request a change of the notification distances for permits and land use applications. This request is due to a recent application from Douglas Ridge Rifle club. There is also concern regarding the noise.

2. Wendy Chianello, Eagle Creek – request for a County change of the notification distances for permits and land use applications. This request is due to a recent application from Douglas Ridge Rifle club. There is also concern regarding the noise
 3. Steve Chianello, Beavercreek - request for a County change of the notification distances for permits and land use applications. This request is due to a recent application from Douglas Ridge Rifle club. There is also concern regarding the noise
- ~Board Discussion~ Commissioner Humberston stated the Board will discuss this issue at their meeting next Tuesday.

4. Les Poole, Gladstone – had comments/suggestions for prior speakers. He asked about the Budget, wants to know how much we are over in the budget. Gary Schmidt, County Administrator gave a brief explanation regarding the Budget deficit.
- ~Board Discussion~

III. PUBLIC HEARING

1. Second Reading of Ordinance No. 02-2020 Amending County Code Chapter 2.05, Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency *first reading was 2-6-2020*

Andrew Narus, County Counsel presented the staff report. ~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked the Clerk to read the Ordinance by title only, he then asked for a motion.

MOTION:

Commissioner Humberston: I move we adopt Ordinance No. 02-2020 amending County Code Chapter 2.05, Personnel Policies and Procedures for Clackamas County Employees and Declaring and Emergency.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

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

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title.

~Board Discussion~ regarding Consent item E.1. <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Consent Agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval for Agreement No. 9639 a Lease Agreement between Clackamas Health Centers and Gladstone School District for Rental of Clinical Spaces – *Health Centers*
2. Approval of a Construction Contract between Clackamas County and Banlin Construction, for the Children’s Commission Head Start New Classroom Project – *Community Development*
3. Approval of an Intergovernmental Agreement with Clackamas Fire District No. 1 for the Hepatitis A Outbreak Prevention Project (HOPP) – *Public Health*
4. Approval of a Personal Services Contract with Grin In-Home Care, Inc. dba Comfort Keepers, Inc. for Oregon Project for Independence In-home Care Services - *Procurement*
5. Approval of a Personal Services Contract with Mt. Hood Home Care Service, LLC for Oregon Project for Independence In-home Care Services - *Procurement*

B. Department of Transportation & Development

1. **Resolution No. 2020-11** Delegating Authority to the Director of the Department of Transportation & Development to Approve Renewal Agreements with US Department of Agriculture for the Purposes of Compliance with Migratory Bird Mitigation
2. Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for a Portion of South Ivy Street to the City (Market Road #10, DTD #61012)

C. Finance Department

1. **Resolution No. 2020-12** Acknowledging Financial Statement Findings for Fiscal Year 2019 and Describing Corrective Action in Accordance with *ORS 297.466*

D. Elected Officials

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

E. Business & Community Services

1. Approval of a Contract with Bryant Logging, Inc. for the Family Camp-Timber Sale: Harvest and Log Hauling - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VII. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED 11:24 AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, February 27, 23, 2020 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Chair Jim Bernard
Commissioner Sonya Fischer
Commissioner Ken Humberston (excused after Citizen communication)
Commissioner Martha Schrader
Housing Authority Commissioner, Paul Reynolds

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

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

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Appointment of Ann Leenstra as the Resident Commissioner on the Housing Authority of Clackamas County Board
2. Approval to Execute a Grant Agreement between the Housing Authority of Clackamas County and Health Share to Administer a Pilot Rent Assistance Housing Program

HOUSING AUTHORITY SPECIAL PRESENTATION

1. Honoring Housing Authority Commissioner Paul Reynolds for his Service to Clackamas County
Jill Smith, Housing Authority presented a PowerPoint presentation honoring Paul Reynolds. The Board thanked Paul for his service to the County.

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Ruth Atkins, Kaiser Permanente – wanted to thank the Board for the partnership of the Pilot Rent Assistance Housing Program.
2. Alyssa Craigie, Heath Share of Oregon – also wanted to thank the County for the partnership regarding the partnership of the Pilot Rent Assistance Housing Program.

3. Pam Davis, Milwaukie – her neighbor has 30 beehives that are causing a nuisance to her home and the neighborhood.

Commissioner Schrader stated she would look into this issue.

4. Les Poole, Gladstone – Comments regarding the County budget, overspending in Metro, Salem – there needs to be more fiscal responsibility, we need more info on the transportation bond measure.
5. Breeaina Saydal, Molalla – Candidate for County Commissioner.
6. Bill Osburn, Gladstone – Candidate for County Commissioner.

*Commissioner Humberston excused to attend another meeting.

III. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of a Federal Subrecipient Grant Agreement with Clackamas County Children's Commission to Provide Healthy Families Services – *Children Family & Community Connections*
2. Approval of Revenue Grant Agreement from Clackamas Women's Services to Assist in Developing the Clackamas County Safe Visitation and Exchange Program – *Children Family & Community Connections*
3. Approval for Agreement No. 9557 to a Revenue Agreement with Northwest Permanente, P.C. (Kaiser Permanente), for Provider Services to Members Enrolled with Health Benefits Plan – *Health Centers*
4. Approval for Agreement No. 9647 to a Cooperative Agreement with Oregon Health Science University, for Partnership in an Institutional Review Board Study – *Health Centers*
5. Approval to Apply for a Capital Grant for Federal Transit Administration Bus and Bus Infrastructure Investment Program Funds through Oregon Department of Transportation for Mt Hood Express Vehicle Replacements – *Social Services*
6. Approval of a Personal Services Contract with the Mental Health Association of Oregon for Peer Delivered Services, for Behavioral Health - *Procurement*
7. Approval of a Personal Services Contract with Folk-Time, Inc, for Adult Peer Support Services for the Safety Net Program - *Procurement*
8. Approval of a Personal Services Contract with the Mental Health Association of Oregon for a Person-Centered planning Support Peer - *Procurement*
9. Approval of a Personal Services Contract with Folk-Time, Inc. for Peer Support Drop-In Center and Rural Outreach - *Procurement*

B. Elected Officials

1. Approval of ORMAP (the Oregon Map) Intergovernmental Agreement Contract # DOR-001-20 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System – A & T

C. Human Resources

1. Approval of the 2020 Agreement with Delta Dental for Administrative Services for Clackamas County Self-Funded Dental Benefits

D. Community Corrections

1. Approval of Local Subrecipient Grant Agreement No. JR-19-003-01 between Clackamas County Community Corrections and Sub-Recipient Northwest Family Services for Justice Reinvestment Victims 10% Programs
2. Approval of Local Subrecipient Grant Agreement No. JR-97-003-02 between Clackamas County Community Corrections and Sub-Recipient Clackamas Women's Services for Justice Reinvestment Victims 10% Programs
3. Approval of Local Subrecipient Grant Agreement No. JR-19-003-03 between Clackamas County Community Corrections and Sub-Recipient CASA of Clackamas County for Justice Reinvestment Victims 10% Programs

E. Technology Services

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Colton School District for a Dark Fiber Connection

IV. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

V. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 11:14 AM

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Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 1 to the Agreement between
Water Environment Services and CH2M Hill Engineers, Inc., for Engineering Services for the
Tri-City Water Resource Recovery Facility Willamette River Outfall

Purpose/Outcomes	Approval of contract amendment to increase the funding by \$449,849.00 for above project, extend the termination date to June 30, 2021 as well as add additional scope of services to complete Phase 1 of the project.
Dollar Amount and Fiscal Impact	This contract authorizes \$1,025,518.00 total for the period of May 16, 2019, through December 31, 2020. WES requests the maximum be increased by \$449,849.00. The maximum compensation authorized under this contract shall be \$1,475,367.00
Funding Source	639-01-20100-481020-P632241
Duration	Through June 30, 2021
Previous Board Action/Review	Contract approval. BCC Agenda Item 051619 VI 1
Performance Clackamas Alignment	1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Council Review	March 25, 2020, Amanda Keller
Contact Person	Jeff Stallard, ext. 4694

BACKGROUND:

Water Environment Services provides wastewater treatment to our service area in Clackamas County at the Tri-City Wastewater Resource Recovery Facility (TC WRRF). The District has identified the need for engineering consulting services to assist the District with the planning, permitting and design of a second outfall to convey treated wastewater from the TC WRRF to the Willamette River. Currently, peak wet weather flow to the TC WRRF is approaching the 75 MGD capacity of the existing plant outfall. Residential/commercial development and an expansion of I-205 are planned in the anticipated project area and are additional drivers for project development and schedule.

With this Amendment #1, The District is collecting geotechnical information which will be utilized to make constructability and design choices during the future phases of the project, as well as

inform the public outreach effort for public support of the project. The future phases of the project will include final design, permit application and construction services.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on November 14, 2018 and closed on December 5, 2018. One proposal was received from CH2M Hill Engineers, Inc., and notice of intent to award after a full evaluation of the proposal was publicly posted on December 12, 2018. The negotiated total awarded contract through December 31, 2020 for the amount of \$1,025,518.00.

This Amendment #1 is to increase the maximum expenditure under the contract by \$449,849.00, extend the time to complete this phase of the project to June 30, 2021 and to add additional scope of services to the original scope.

Amendment #1 has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to add additional scope of services, funding of \$449,849.00 and time extension for services.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH CH2M HILL ENGINEERS, INC., FOR
ENGINEERING SERVICES FOR THE TRI-CITY WATER RESOURCE RECOVERY
FACILITY WILLAMETTE RIVER OUTFALL
Contract #2693

This Amendment #1 is entered into between **CH2M Hill Engineers, Inc.**, (“Contractor”) and Water Environment Services (“District”) and shall become part of the Contract documents entered into between both parties on **May 16, 2019** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract expiration date is hereby change from December 31, 2020 to **June 30, 2021**.

2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
District requires additional geotechnical services and more field for data collection in support of the development of engineering designs. In addition, Task 8 is hereby deleted as it is no longer necessary for the consultant to perform surveying services. The revisions to the Scope of Services for geotechnical investigation and related permitting services, in additions to the removal of the survey work, are reflected in the supplemental scope attached as **Exhibit H** and hereby incorporated by reference.

3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:

ORIGINAL CONTRACT	\$ 1,025,518.00
<u>AMENDMENT #1</u>	<u>\$ 449,849.00</u>
TOTAL AMENDEED CONTRACT	\$ 1,475,367.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

[Signature page follows]

CH2M Hill Engineers, Inc.
2020 SW 4th Ave, Ste. 300
Portland, Oregon 97021

25 March 2020

Authorized Signature Date

Mark R. Johnson

Printed Name

Water Environment Services

Chair

Recording Secretary

Date

Approved as to Form

APPROVED
By Amanda Keller at 4:05 pm, Mar 25, 2020

County Counsel Date

EXHIBIT H
ADDITIONAL SCOPE OF WORK FOR GEOTECHNICAL INVESTIGATION AND RELATED
PERMITTING

Tri-City Water Resources Recovery Facility Willamette River Outfall Project Phase 1 Scope of Work (Amendment 1 – Geotechnical Investigation and Related Permitting)

This Amendment 1 includes geotechnical services for the Tri-City Water Resources Recovery Facility (WRRF) Willamette River Outfall Project. Task Assignment 1 through 10 of the original scope of work (SOW) involves early assessment and data collection in support of the development of alternative engineering designs. Amendment 1 adds preparation of the geotechnical investigation to the approved scope of work. In addition, Amendment 1 modifies Tasks 2.2.2 in the original scope of work to account for work completed by WES Laboratory and modifies Task 4.2.2 in the original scope of work to respond to WES request for modeling the existing Outfall 001.

Task 1 – Project Management

Jacobs shall provide continued project management services for Task 11 as described under Task 1 (see Original SOW).

Task 2.2.2 – Background Willamette River and WRRF Effluent Chemistry Data (REDUCED)

Background Willamette River chemistry and WRRF effluent chemistry data are required to define target design dilutions for water quality standards compliance. DEQ will require demonstration of compliance with water quality standards including antidegradation standards. To provide the key input data for the compliance evaluations, background river chemistry and water quality data, and WRRF effluent chemistry are required. To implement river sampling collections acceptable to DEQ, a concise project Quality Assurance Project Plan (QAPP) will be prepared to document specific field and laboratory methods, as well as quality assurance and quality control measures. These data collections will be used to document river conditions and provide the key data for use in the water quality compliance evaluation and reasonable potential analyses applied in this Conceptual Design and ~~required for~~ the engineering report prepared in Phase 2 of this project.

These river data collections and water quality monitoring have ~~will~~ included the following:

- Background Willamette River sampling for chemical analyses shall be conducted from the offshore end of the floating dock at Jon Strom Park. River water sampling methods shall employ clean metals sampling methods defined in a QAPP, and six, monthly sampling events shall be scheduled to occur during late spring-summer 2019. These surface water samples shall be analyzed for alkalinity, conductivity, hardness, pH, total suspended solids, total dissolved solids, dissolved organic carbon, dissolved calcium, magnesium, potassium, sodium, sulfate, and chloride; ammonia, nitrate-nitrite, total Kjeldahl nitrogen, orthophosphate, and total phosphorus; and total recoverable and dissolved metals (aluminum, arsenic, cadmium, chromium (+3), copper, lead, mercury (only total), nickel, selenium, silver, thallium, and zinc).
- Water quality monitoring program of the background Willamette River waters shall occur on the same date and at the same location as the water sampling during spring-summer 2019. Monthly measurements shall be conducted as vertical profile measurements collected prior to and immediately following water sample collections. A YSI Pro-DSS water quality instrument or

equivalent shall be used to measure and record river temperature, conductivity, pH, and dissolved oxygen (concentration and percent saturation).

Deliverables

- Tabular Summary of Background Willamette River Chemistry and Water Quality Data Collections included in the Willamette River Site Characteristics TM (Task 2.2.4) by Jacobs and applied in the reasonable potential analyses developed in the Willamette River Outfall Diffuser Siting Alternatives Evaluation TM (Task 3.4.2.1) by Jacobs.
- Quality Assurance Project Plan for Willamette River Sampling for Tri-City WRRF Willamette Effluent Pipeline and River Outfall Project – developed by WES Laboratory and reviewed by Jacobs.

Assumptions

- Tri-City WRRF effluent chemistry data have been developed in accordance with the current National Pollutant Discharge Elimination System (NPDES) permit monitoring requirements specified in Schedule B, and should include analytical chemistry results for total metals (semi-annual samplings), ammonia (three/week), other nutrients (weekly in dry season), total residual chlorine (daily), total and inorganic arsenic (quarterly), as well as priority pollutants (organic chemicals and pesticides) (three samplings) and PCBs (annual). If key effluent chemistry results are missing from data provided by WES, then Consultant may request that WES complete additional sampling and analyses to supplement the available effluent chemistry data.
- WES has ~~may~~ elected to perform sample collections and laboratory analyses of background Willamette River samples as defined in Task 2.2.2.

Task 4.2.2 – River Outfall and Diffuser Conceptual Design (Amended)

Jacobs shall develop and execute dilution modeling scenarios for the Tri-City WRRF existing Outfall 001 to represent high river and effluent flow discharge conditions when both the existing Outfall 001 and the new outfall diffuser are operating. Dilution modeling of the existing three 42-inch port outfall will be limited to future peak wet weather flow scenarios when the replacement outfall diffuser is operating and receives all effluent flow until a combination of effluent flow and river stage elevations necessitates diversion of effluent at the WRRF into the existing Outfall 001 for discharge to the Willamette River. The modeling will represent discharges from the existing Outfall 001, which consists of three 42-inch pipes, two open-ended and one with a 48-inch check valve installed.

Dilution modeling scenarios will be logically developed to represent plausible effluent flow and river stage conditions and consistent with DEQ's Regulatory Mixing Zone Internal Management Directive (RMZ-IMD) guidance, while recognizing that the RMZ-IMD is focused on dry season scenarios. DEQ will require that peak wet weather events when both the new outfall diffuser and existing Outfall 001 are discharging be represented with dilution modeling cases to be protective of water quality and minimize plume overlap. The dilution modeling scenarios for the existing Outfall 001 will represent a range of high river and effluent flow discharge conditions when both the existing Outfall 001 and the new outfall diffuser are operating. The objective of the dilution modeling of Outfall 001 is to document discharge dilutions under high river and effluent flow conditions for evaluation of compliance with Oregon Water Quality Standards.

The activities under this task shall include the following:

- Develop modeling scenarios to represent high river stages (5-year, 10-year, and 25-year river floods) and peak wet season effluent flow conditions when the existing Outfall 001 will need to be operated to supplement the discharge capacity of the new outfall diffuser. Effluent flow scenarios shall represent peak wet season events - daily maximum and average event flows for projected 2025, 2040, and buildout flows.
- Dilution modeling will be performed using the CORMIX1 model to represent the upstream 48-inch check valve discharge and to represent the two downstream 42-inch open-ended ports as a single 60-inch port. The basis for model selection and application was developed in the 2012 TCWRRF Outfall Remediation Report by CH2M HILL and it was reviewed by the consultant's senior modeling expert and documented in the 2012 report. Because CORMIX1 and CORMIX2 models cannot model two side-by-side 42-inch ports and because these 42-inch ports are only 3 feet apart, one 59.5-inch port (equivalent port area) should be used to represent two side-by-side 42-inch ports in CORMIX1.
- Modeling scenario inputs and dilution model results will be summarized in the technical memorandum in tables, figures, and text discussion. Develop a plot of the discharge plumes from the existing Outfall 001 and the new outfall diffuser for representative model scenarios.
- Prepare a section in the Outfall and Diffuser Conceptual Draft Design TM on combined discharges from the existing Outfall 001 and the new outfall diffuser.

Deliverables

- Modeling results and discussion will be added to the Draft Outfall and Diffuser Conceptual Design TM and final TM addressing WES comments.

Task 4.2.2 – Conceptual Design Report (Amended)

Anti-degradation Preliminary Review

Oregon's antidegradation rule is specified in Oregon Water Quality Standards - OAR 340-041-0004 and this rule states that waterbodies may not be degraded except as authorized by the rule. DEQ has interpreted degradation as a measurable change in water quality away from conditions unimpacted by anthropogenic sources. The Tri-Cities WWTF outfall improvements are being implemented to meet state water quality standards and the outfall diffuser is being designed to allow for future use with increased treatment plant discharge volumes. This preliminary review of compliance with Oregon's antidegradation rule will be developed in accordance with the *Antidegradation Policy Implementation Internal Management Directive for NPDES Permits and Section 401 Water Quality Certifications* (DEQ, March 2001). The evaluations will include effects or changes to temperature, dissolved oxygen, and toxic pollutants concentrations in the Willamette River. Tables will be developed to summarize water quality compliance in accordance with anti-degradation rule.

Task 8 – Initial Topographic Field Surveys (REMOVED)

~~The purpose of this task is to perform targeted mapping and field data collection as needed to support the preliminary design of the selected effluent pipeline and outfall route. Consultant shall:~~

- ~~• Request utility locates 48 hours prior to field survey work. Locates for predesign survey require requests to be made 10 days prior.~~
- ~~• Establish survey control network.~~

Tri-City Water Resources Recovery Facility Willamette Effluent Pipeline and River Outfall Project
Phase 1 Scope of Work

- ~~Conduct preliminary topographic survey and mapping of the selected alignment as well as critical features that may drive the alignment changes or inform alignment/cost decisions.~~
- ~~Survey locations of wetland boundaries, Ordinary High Water Marks (OHWM), geotechnical features and archaeological flagging and pits, and other areas of interest identified as part of other tasks.~~
- ~~Detailed topographic information within the final pipeline construction corridor.~~

Deliverables

- ~~Control survey mapping with station locations, descriptions, and coordinates.~~
- ~~Topographic based map.~~
- ~~Electronic files and detailed survey mapping.~~

Assumptions

- ~~The survey task assumes a 50-foot corridor along the entire pipeline alignment and a duration of 10 days of field work and 3 days of data process in the office.~~
- ~~Right of entry for field survey will be coordinated with property owners by WES staff as needed.~~

Task 11 – Geotechnical Investigation

The purpose of this task is to perform targeted geotechnical investigations to support the outfall alternatives analysis and final design.

Task 11.1 – Subsurface Investigation

This task consists of a geotechnical field exploration consisting of two over-water geotechnical borings, nine on-land geotechnical borings to be advanced along the proposed outfall alignment, and five additional borings within the former Rossman Landfill. Over-water borings will be advanced with a drill rig loaded on a barge on the Willamette River to investigate subsurface conditions along the river bottom. The obtained subsurface data will be used to evaluate alternative construction methods for the outfall. The data will also be used to design pipe and diffuser supports and evaluate slope stability of the riverbed topography. On-land borings will be advanced with a combination of traditional rubber-tire truck and rubber-tracked drill rigs.

It is anticipated that the two over-water borings will be drilled to a depths of approximately 100 feet below the mudline while the eleven on-land mud rotary borings will be advanced to depths of approximately 30 and 100 feet below ground surface (bgs). Up to five on-land mud rotary borings will have piezometers installed for groundwater monitoring.

Soil samples will be obtained in all explorations for laboratory testing. The locations of each boring will be temporarily recorded with hand held GPS by Jacobs field staff, then surveyed by WES subcontractor for the land borings and added to the base map. Soil samples will be collected at approximately five-foot intervals using split-spoon samplers in accordance with ASTM D1586 and thin-walled Shelby tube samplers in accordance with ASTM D1587. It is not anticipated that rock will be encountered during drilling. Borings will be abandoned upon completion of the drilling according to State Department of Water Resources regulations.

A Jacobs engineer will provide continuous observation and logging of the borings. Soil samples from the borings will be examined and visually classified in accordance with standard procedures described in ASTM D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*, which uses the Unified Soil Classification System (USCS) guidelines. The visual classification of soils allows for convenient and consistent soil comparison using a standard method for describing the soil.

Laboratory testing will be conducted on select soil samples obtained from the borings. Testing of representative soil samples at each boring is anticipated to consist primarily of general index property tests (e.g., grain size, fines content, and Atterberg Limits). Other testing that may be completed includes consolidation testing and shear strength testing. Actual testing will be determined during and after the exploration program is complete.

A Jacobs engineer and the drilling subcontractor will access the over-water borings via barge and skiff boat. Access to the shoreline property may be required. Jacobs will request utility locates clearance as required by state regulations and visit the shoreline property of the site in advance of the borings to observe any surface monuments or other indications of existing utilities.

Drilling along the proposed outfall, in locations where environmental sampling will be conducted, and drilling within the Rossman Landfill will be conducted with a direct push technology or similar drill rig. Subsurface sampling will be conducted for contaminants at two geotechnical borings along the proposed outfall alignment and at the five borings within the former Rossman landfill: two locations in the area of contamination, two locations downgradient, and one location upgradient of the area of contamination.

Soil samples will be collected at 5-foot intervals using split-spoon samplers, lexan liners, or similar. Samples will be screened for volatile organic compounds (VOCs) at each depth interval using a Multi-RAE gas sensor capable of detecting methane, lower explosive limits (LEL), oxygen levels, and VOCs. The first analytical sample will be collected for laboratory analysis at any encountered refuse, locations where visual observations or field screening indicates the presence of contamination, or at depth of 15 feet below ground surface (bgs). A second soil sample will be collected at the total depth of the borehole, which will extend to the water table. Depth to groundwater at the landfill ranges from 25 to 35 feet bgs (URS Rossman Landfill Remedial Action Plan, 2000). Perched water has been reported at 5 to 10 feet bgs and water in this zone will not be sampled.

Discrete soil samples will be submitted for analysis to an accredited laboratory. Two Jacobs environmental staff will be on-site to collect samples and submit them for laboratory analysis. Field staff will note sheen, odors, texture, color of soil, and geology at each sample depth.

Based on a review of the Rossman Landfill documentation, there are several potential contaminants of concern. As a result, soil samples will be analyzed for the following:

Potential Contaminant for Analysis	Analytical Test Method		
Metals:	EPA Method 6010B/7470A		
arsenic		iron	selenium
barium		lead	silver
cadmium		manganese	vanadium
chromium		mercury	zinc
copper		nickel	
VOCs	EPA Method 8260		
SVOCs	EPA Method 8270D		
PCBs (Aroclors)	EPA Method 8082A		

TPH- GRO	NWTPH-GRO
TPH- DRO	NWTPH-DRO
TPH- MO	TPH-MO
Notes: PCBs = polychlorinated biphenyls VOCs = volatile organic compounds SVOCs = semi-volatile organic compounds	TPH-DRO = total petroleum hydrocarbons diesel range organics TPH-GRO = total petroleum hydrocarbons gasoline range organics TPH-MO = total petroleum hydrocarbons motor oil organics

Deliverables

- Health and Safety Plan for subsurface investigation field work including soil sampling.
- Work Plan with Field Sampling Plan for submittal to DEQ for approval.
- Exploration Logs, laboratory test results, and piezometer readings.

Assumptions for Geotechnical drilling

- Subconsultant costs for drilling are based on assumed drilling depths. Driller costs may increase based on unforeseen issues in the field. Should drilling be delayed beyond the period of quote coverage, revised quotes will be requested prior to drilling.
- No rock coring is anticipated for the over-water or on-land borings.
- Drill cuttings and investigation derived waste (IDW) will be drummed and disposed of off-site.
- WES shall coordinate and obtain any necessary right of entry agreements.
- Jacobs will request public utility locates 5-10 business days prior to the start of work and complete a site visit (by land) to review boring locations for surface indications of existing utilities.
- WES shall assist with utility locates by providing mapping and supporting locates activities for the existing outfall, existing force main, and other WES utilities located near proposed boring locations.
- Jacobs shall obtain traffic control services for borings where required and shall coordinate with traffic control subcontractor to create applicable traffic control plans.
- Soil encountered during the over-water field exploration will be free of environmental contamination requiring special monitoring, handling, testing, or disposal. Any soil collected with visible oil contamination will be stored for landfill disposal.
- Borings advanced within the Rossman Landfill will be abandoned using a cement bentonite grout and no additional repair of the landfill cover or containment system will be necessary.
- Drill rods will be decontaminated after drilling borings within the Rossman Landfill and along the proposed outfall alignment where environmental sampling will occur. Drill rods will not need to be decontaminated between over-water borings.
- Up to \$11,500 is included for testing, handling and disposal of IDW drums. This assumes that a total of two drums would be generated at the two Rossman landfill borings.
- In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs. The purpose of these investigations are to inform pipeline and diffuser design for the alignment within the Willamette River and to inform the basis of design of the overland pipeline and trenchless crossing(s).

- Permits for drilling will be obtained by Jacobs (included in Permitting, Task 11.8) and drilling cannot proceed until permits are obtained.
- Current scope does not include removal of piezometers. It is anticipated that they will be removed as part of the construction contract.

Additional Assumptions for Environmental Sampling

- Up to 15 discrete soil samples, including one duplicate, will be submitted for laboratory analysis for the constituents listed above.
- Water samples will not be required, and wells / piezometers will not be installed.
- Borings will terminate at a maximum depth of 35 feet bgs, or the top of the water table, whichever is shallower. Perched water at 5 to 10 feet bgs is not considered groundwater.
- Laboratory results will be returned within 30 days of sample delivery to the lab.
- A work plan will be developed by Jacobs for environmental sampling within the landfill for approval by DEQ. Work will not proceed until the work plan is approved.
- Work Plan assumes one round of comments by WES and one round of comments from DEQ.
- Should DEQ request modifications to the sampling during work plan review, additional costs may be incurred.
- Drums of IDW generated from the Rossman Landfill borings and from the two borings along the outfall alignment where environmental sampling is conducted will be stored on WES property until environmental testing can be completed to determine disposal requirements.
- IDW from environmental borings are non-hazardous.
- Jacobs will coordinate for off-site disposal of IDW on behalf of WES.
- Investigation field efforts within the landfill will be completed within 3 days, with 2 staff members.
- Level D personal protection equipment will be adequate for all field activities.

Task 11.2 – Geotechnical Data Report

Jacobs will develop a Geotechnical Data Report (GDR) which shall include information collected from: aerial photograph interpretation, site investigations, geologic mapping, piezometers, results of field and laboratory testing. The GDR shall also include geologic and seismic setting, groundwater measurements, and other geotechnical data associated with outfall design and construction. The Draft GDR shall be submitted to Owners for review.

The Final GDR shall be signed and sealed by a Professional Engineer or Geologist, registered in the state of Oregon, and generally is organized to include the following:

- Introduction
- Project and Site Conditions
- Regional Geology
- Field Exploration and Laboratory Testing Results
- Subsurface Conditions
- References

Deliverables

- One draft Geotechnical Data Report will be submitted to the District for review. The Geotechnical Data Report will include an exploration location plan, laboratory test results, final typed exploration logs, summary of findings, and a description of the general site geology.

- A Final Geotechnical Data Report will incorporate review comments from the draft.

Assumptions

- WES will provide one, consolidated set of review comments to the draft Geotechnical Data Report.

Task 11.3 – Not Used

Task 11.4 – Geotechnical Recommendations Report

Jacobs will develop a Geotechnical Recommendations Report to analyze the geotechnical findings from the Geotechnical Data Report. This task includes reviewing field data and performing and documenting geotechnical analyses including preliminary soil stability and outfall pipeline design and installation methods. The Geotechnical Recommendations Report will summarize recommendations for the preliminary design along the proposed outfall alignment from the Tri-City WWTP along Hwy 205 to the proposed outfall location in the Willamette River, specifically at the Hwy 99E crossing, Oregon State Park crossing, and diffuser location. Jacobs will submit a draft report to Owners for the review and comment.

The final report will be signed and sealed by a Professional Engineer and, if necessary, a Professional Geologist, registered in the state of Oregon with the expertise commensurate with the report content.

The report shall be generally organized to include the following:

- Introduction
- Project and Site Description
- Field Exploration and Laboratory Tests
- Engineering Properties for each Geologic Unit
- Geotechnical Engineering Analysis, including the Conclusions and Recommendations outlined in the following subsections:
 - Recommendations for Design
 - Recommendations for Construction
- Limitations
- References

Include in the Geotechnical Design Report, analysis, conclusions and recommendations for the following as applicable:

- Lateral earth pressures
- Coefficient of friction between concrete and native soils and base materials
- Expected total and differential settlement of proposed facilities
- Shallow foundation (spread or mat footings) recommendations including allowable bearing pressure and embedment depths
- Loading and adjacent movement criteria for shoring
- Dewatering criteria
- Minimum cover over pipe for various loading conditions and to prevent floatation of pipe in high groundwater areas
- Cut and fill slope requirements
- Recommendations for suitable structural and general fill requirements

Deliverables

- One Draft Geotechnical Recommendations Report will be submitted for review.
- A Final Geotechnical Recommendations Report will incorporate comments from the review.

Assumptions

- WES will provide one, consolidated set of review comments to the draft Geotechnical Data Report.

Task 11.5 – Trenchless Alternatives Analysis Technical Memorandum

Jacobs will prepare a Trenchless Alternatives Analysis Technical Memorandum and will include a detailed description of considered construction methods for trenchless drives. The memorandum shall summarize subsurface conditions and present a profile for each trenchless drive section, consider different alignment alternatives and provide a cost estimate for each alternative, summarizing geotechnical and environmental constraints, review likely applicable trenchless methods, evaluate the application of trenchless methods including construction issues and risks, present preliminary recommendations for trenchless drive methodology and equipment, evaluate ground loss and settlement, and make recommendations for backfill and grouting requirements, construction access, and staging and easement requirements, both permanent and temporary.

Deliverables

- One Draft Trenchless Alternatives Analysis Technical Memorandum for review.
- A Final Trenchless Alternatives Analysis Technical Memorandum will incorporate comments from review.

Task 11.6 – Environmental Sampling Technical Memorandum

Jacobs will prepare a Summary Technical Memorandum with a description of the work completed. The memorandum will include a discussion of field activities, a high-level summary and interpretation of the results including recommendations for treatment of contaminated material, if applicable.

Assumptions

- WES will provide one consolidated set of review comments to the draft Technical Memorandum
- The Technical Memorandum will be submitted by Jacobs to DEQ on behalf of WES, following incorporation of WES comments.
- Resolution of DEQ comments, if any are provided, is not included in our costs.
- Costs include one 4-hour meeting with WES to discuss results and implications for remediation activities.

Deliverables

- One Draft Summary Technical Memorandum for review.
- A Final Summary Technical Memorandum will incorporate comments from review.

Task 11.7 – Permits for Borings

Jacobs will develop, complete, submit, and monitor the following permit applications to conduct geotechnical exploration:

- Permit Applications for Wetland Removal-Fill – Prepare application for Corps CWA Section 10/404 Nationwide Permit, and for DSL General Authorization.
- Endangered Species Act – Prepare SLOPES Action Implementation Form and Action Completion Form.
- Cultural Resources – Prepare Inadvertent Discovery Plan/Monitoring Plan.
- Marine Safety Zone/Notice to Mariners – Coordinate with US Coast Guard and Oregon State Marine Board, and prepare Marine Safety Plan.

Tri-City Water Resources Recovery Facility Willamette Effluent Pipeline and River Outfall Project
Phase 1 Scope of Work

- CWA Section 401 Water Quality Certification – Monitor and respond to comments during application review, and coordinate with DEQ.
- Short Term Access Agreement – Prepare application for a temporary construction easement from DSL for in-water work.
- Miscellaneous Permit or Permit to Occupy or Perform Operations Upon a State Highway – Coordinate with ODOT, and prepare application and legal description for encroachments in State right of way.
- Development Permit – Applicable Oregon City Municipal Code (OCMC) sections may include: 17.34, 17.39, 17.42, 17.44, 17.48, 17.49, and 17.50 for Development Permit. Conduct a pre-application meeting with Oregon City and prepare applications for land use, Floodplain Development and Geologic Hazard permits. The Geologic Hazard permit application shall be certified by a registered engineer. One meeting with Oregon City shall be held to coordinate submission of the Development Permit applications.
- Erosion and Sediment Control Permit – Applicable OCMC section is 17.47.060 for the Erosion and Sediment Control permit. Prepare application, including erosion and sediment control plan, and submit to Oregon City.
- Public Works Permit – Applicable OCMC section is 13.04.030 for the Public Works permit. Prepare application, traffic control plan, and rehabilitation plan for work in Oregon City right of way.

Deliverables

- Permit applications for the identified permits listed in this section.

Assumptions

- Up to 40 hours are included for permit monitoring and responding to agency questions for all permits listed in task 11.8.
- Permit application fees will be paid by WES, or by Jacobs and reimbursed.
- No Section 408 properties will be affected.
- No wetland delineation is required and no wetland impacts.
- No stream functional assessment is required.
- Marine Mammal Protection Act permit not required.
- Project qualifies for Endangered Species Act (ESA) SLOPES Programmatic B.O.
- No ESA terrestrial endangered or threatened species will be encountered.
- No tribal consultation/SHPO coordination is required.
- Archaeology/historic resources will not be encountered and survey/report not required.
- USCG will publish marine safety plan in Federal Register.
- DEQ standard Section 401 conditions for NWP apply.
- NPDES Construction Stormwater Discharge 1200-C Permit is not required.
- Land survey and easement recordation are not required for the DSL Short Term Access Agreement.
- Only Oregon City Type 1 land use permits will be needed.
- Willamette Greenway Development permit is not required.
- Natural Resources Overlay District permit is not required.
- Geologic Hazard/Assessment/Report is not required for the Geotech Development Report.
- No neighborhood association meetings, public notices, hearings, or appeals are anticipated or included.
- WES will provide insurance and performance security, if required by property owners for permission to access or perform work on their property. Examples of coverage that might be

requested are: Commercial General Liability (indemnity) insurance, Premises Environmental Liability insurance, Pollution and Legal Liability.

Task 12 – Public Involvement Support

The purpose of the public involvement program is to inform the general public about the Tri-City Water Resource Recovery Facility Outfall and Effluent Pipeline Project purpose, need and benefits; and provide opportunity for impacted, interested stakeholders to provide input that informs the permitting, design and mitigation process. Throughout the project related engagement efforts, we will also aim to accomplish WES' communication goals.

In conjunction with early outreach efforts, we will also facilitate the creation of the Oregon City Ballot Measure language and messaging.

Task 12.1 Public Involvement and Outreach Plan

Work collaboratively with WES to develop a Public Involvement and Outreach Plan that outlines the communications goals, key messages and tasks to be accomplished as part of this Project.

Deliverable

- Public Involvement and Outreach Plan

Roles

- Lead Planning Design: JLA
- WES Lead: Shelly
- PGA Lead: Todd

Task 12.2 Ballot Measure language and communication

Work collaboratively with WES on defining the ballot measure messaging and stakeholder engagement around the ballot measure.

Deliverables

- Ballot Measure language and Involvement and Outreach Plan specific to the measure
- Liaison with Secretary of State's Office

Roles

- Lead: WES (Shelly)
- Content: JLA
- Advisory/Communication Outlets: PGA (Todd)

Task 12.3 Stakeholder Database and Project Communications

Develop and maintain a database of key stakeholders and interested parties generated through contacts provided by WES, the website contact form, and attendance at meetings and events. This list will be used to mail or e-mail pertinent project updates, including meeting invitations.

Deliverable

- Stakeholder database/ mailing list

Roles

- Lead: JLA
- Support: WES (Shelly)

Task 12.4 Informational Fact Sheet and Frequently Asked Questions

At the outset of the project, develop an **informational fact sheet** to include a project overview, project schedule and contact information. After conducting meetings with key stakeholders, develop a frequently asked questions (**FAQ**) sheet based upon the questions, comments and concerns that are raised. The informational fact sheet will be shared during meetings with key stakeholders and at tabling events. Both will be available on the Project website.

Deliverables

- Informational fact sheet
- F.A.Q. sheet

Roles

- Lead: JLA
- Advisory: PGA (Todd) and WES (Shelly)

Task 12.5 Targeted Stakeholder Engagement

Work collaboratively with WES to identify the most impacted and interested stakeholders with whom to conduct interviews and assist with creation of interview questions. The purpose of these interviews is to provide an opportunity for stakeholders to ask questions and to provide input on outreach efforts, including possible future public engagement opportunities, advice on alignment and design options and permitting/mitigation efforts. Possible stakeholders to interview include Willamette River Keepers, neighborhood associations, business associations, schools, and environmental groups and tribes.

Assumptions

- WES staff will conduct interviews.

Deliverable

- Lists of recommendations, contact information and strategy for engagement.

Roles

- Lead: WES (Shelly)
- Advisory/Support: JLA

Task 12.6 Project Website

A project website will be developed and created in conjunction with WES. The website will include a project overview, timeline, frequently-asked questions, contact information, contact us form, and an educational video.

Deliverable

- Website.

Roles

- Lead: JLA
- Advisory/Support: PGA (Todd)

Task 12.7 Educational Video

Work collaboratively with WES to create an educational overview video to convey the project purpose, need and benefits. The video may also communicate how various project challenges will be mitigated, such as wildlife habitat, construction methods, etc. The video will be hosted on the project website and shared at community meetings and at tabling events.

Deliverable

- Educational overview video.

Roles

- Lead: JLA
- Support: PGA (Todd)

Task 12.8 Newsletter Articles

Two newsletter articles will be prepared for publication.

Deliverable

- Newsletter articles (up to two for Oregon City).

Roles

- Lead: JLA
- Support: PGA (Todd)

Task 12.9 Open Houses/Public Meetings

Up to two public meetings will be conducted in conjunction with ballot measure process.

Assumptions

- WES will schedule and coordinate.
- JLA will produce informational materials, attend and document each of these meetings.

Deliverables

- Up to two public meetings.
- Meeting agendas, sign in sheets, comment forms, handouts, and informational displays.
- Meeting summaries.

Roles

- Lead: WES (Shelly)
- Logistics and Support: JLA
- Communication Outlets: PGA (Todd)
- BCC Involvement: PGA (Todd)

Tri City Water Resource Recovery Facility (WRRF) Willamette River Outfall
 Clackamas County, Water Environmental Services (WES)
 Level of Effort Estimate

Task No.	Task/Subtask	Labor Hrs	Jacobs Labor Costs	Jacobs Expenses	Public Involvement	Drilling	Disposal of IDW	Utility Locating	Traffic Control	Environmental Laboratory Testing	Testing	Total Subs	Top Task Summary
					JLA	Western States Soil Conservation, Inc		APS Utility Locate	COAT Flagging		Benchmark GeoLabs, LLC		
1.0	Project Management	120	\$ 22,198	\$ -	-	-	-	-	-	-	-	\$ -	\$ 22,198
2.0	Data Collection, Review and Analysis	(16)	\$ (3,664)	\$ (2,500)	-	-	-	-	-	(15,938)	-	\$ (16,735)	\$ (22,899)
2.2.2	Background Willamette River and WRRF Effluent Chemistry Data	(16)	\$ (3,664)	\$ (2,500)	-	-	-	-	-	\$ (15,938)	-	\$ (16,735)	\$ (22,899)
4.0	Conceptual Design	106	24,158	-	-	-	-	-	-	-	-	\$ -	\$ 24,158
4.2.2	River Outfall and Diffuser Design	70	\$ 15,914									\$ -	\$ 15,914
4.6	Conceptual Design Report (Antidegradation Amendment)	36	\$ 8,244									\$ -	\$ 8,244
5.0	Environmental and Other Permitting	92	\$ 20,732		-	-	-	-	-	-	-	\$ -	\$ 20,732
5.4	Environmental Permits and Approvals Strategy for Preferred Routing Alternative	92	\$ 20,732		-	-	-	-	-	-	-	\$ -	\$ 20,732
8.0	Initial Topographic Field Surveys	(194)	\$ (30,605)		-	-	-	-	-	-	-	\$ -	\$ (30,605)
		(194)	\$ (30,605)		-	-	-	-	-	-	-	\$ -	\$ (30,605)
11.0	Geotechnical Investigations	1,288	\$ 196,901	\$ 17,909	\$ -	\$ 127,000	\$ 3,500	\$ 2,000	\$ 6,800	\$ 8,000	\$ 20,500	\$ 176,190	\$ 391,000
11.1	Subsurface Investigation	570	\$ 75,511	\$ 15,300		\$ 127,000	\$ 3,500	\$ 2,000	\$ 6,800	\$ 8,000	\$ 20,500	\$ 176,190	\$ 267,001
11.2	Geotechnical Data Report	118	\$ 18,589									\$ -	\$ 18,589
11.3	Not Used	-	\$ -									\$ -	\$ -
11.4	Geotechnical Recocomendations Report	172	\$ 30,485									\$ -	\$ 30,485
11.5	Trenchless Alternatives Analysis Technical Memorandum	112	\$ 20,136									\$ -	\$ 20,136
11.6	Environmental Sampling TM	118	\$ 15,272									\$ -	\$ 15,272
11.7	Permits for Boring	198	\$ 36,907	\$ 2,609								\$ -	\$ 39,516
12.0	Public Involvement Support	56	\$ 13,544	\$ -	\$ 49,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,063	\$ 65,607
12.1	Public Involvement & Outreach Plan	2	\$ 458		\$ 2,005							\$ 2,105	\$ 2,563
12.2	Ballot Measure language and communication	26	\$ 6,314		\$ 6,767							\$ 7,105	\$ 13,419
12.3	Stakeholder database and project communications	2	\$ 458		\$ 3,504							\$ 3,679	\$ 4,137
12.4	Informational fact sheet and FAQ	2	\$ 458		\$ 4,957							\$ 5,205	\$ 5,663
12.5	Targeted Stakeholder Engagement	2	\$ 458		\$ 4,631							\$ 4,863	\$ 5,321
12.6	Project website	8	\$ 2,012		\$ 5,565							\$ 5,843	\$ 7,855
12.7	Educational Video	8	\$ 2,012		\$ 5,250							\$ 5,513	\$ 7,525
12.8	Newsletter Articles	2	\$ 458		\$ 2,341							\$ 2,458	\$ 2,916
12.9	Press Releases	2	\$ 458		\$ 1,885							\$ 1,979	\$ 2,437
12.10	Open houses and public meetings	2	\$ 458		\$ 12,679							\$ 13,313	\$ 13,771
	Total Staff Labor hours	1,606	243,263	15,409	49,584	127,000	3,500	2,000	6,800	(7,938)	20,500	211,518	470,190
	2020 Labor Rates												
	Total Staff Labor(\$)		\$ 243,263	\$ 15,409	\$ 49,584	\$ 127,000	\$ 3,500	\$ 2,000	\$ 6,800	\$ (7,938)	\$ 20,500	\$ 211,518	\$ 470,190