

# AGENDA

**Thursday, August 18, 2016 – 10:00 AM**  
**Clackamas County Fairgrounds**  
**694 NE 4<sup>th</sup> Ave., Canby Oregon 97013**

Beginning Board Order No. 2016-

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. HOUSING AUTHORITY CONSENT AGENDA**

1. Resolution No. 1914 – Approval of the Housing Authority’s Certification for the Section 8 Management Assessment Program
2. Approval to Apply to the US Department of Housing and Urban Development Set-Aside Funding Availability for Project-Basing HUD-VASH Vouchers

## **II. PRESENTATIONS** *(Following are items of interest to the citizens of the County)*

1. Welcome to the Fair from Laurie Bothwell
2. 4-H Presentation
3. Presentation Regarding Hunger in our Community and Announcing the Result of the Health, Housing and Human Services (H3S) 2016 Food Drive (Rich Swift, H3S Director)

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

1. Board Order No. \_\_\_\_\_ for Reading and Adoption of a Amendment to the Local Contract Review Board Rules, County Code Appendix C Relating to Signing Authority (Stephen Madkour, County Counsel)
2. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2016-2017 (Diane Padilla, Budget Manager)

**V. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 an Amendment to the Sub-recipient Agreement with Northwest Family Services for PreventNet Community Schools, Gladstone, Milwaukie and Oregon City – *Children, Youth & Families*
2. Approval of Sub-recipient Agreement with El Programa Hispano Catolico for Culturally Specific Services – *Children, Youth & Families*
3. Approval of a Agency Service Contract with Cascadia Behavioral Healthcare for Residential Treatment Services – *Behavioral Health*
4. Approval of an Agency Service Contract with Cascadia behavioral Healthcare for Assertive Community Treatment Programs – *Behavioral Health*

**B. Finance Department**

1. Resolution No. \_\_\_\_\_ for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
2. Resolution No. \_\_\_\_\_ for Clackamas County Transfer of Appropriations for Fiscal Year 2016-2017

**C. Elected Officials**

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

**D. Public and Government Affairs**

1. Board Order No. \_\_\_\_\_ for a Service Area Expansion of the Cable Television Franchise Agreement with Frontier Communications

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement with North Clackamas Parks & Recreation District and Clackamas County Service District No. 1 for Environmental Laboratory Services
2. Approval of an Intergovernmental Agreement with Clackamas Community College to Promote Health and Fitness Programming

**VII. WATER ENVIRONMENT SERVICES**

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

1. Approval of an Intergovernmental Agreement with North Clackamas Parks & Recreation District and Clackamas County Service District No. 1 for Environmental Laboratory Services

2. Approval of Amendment No. 1 & Renewal No. 1 with Waterways Consulting, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services - *Procurement*
3. Approval of Amendment No. 1 and Renewal No. 1 with Waterways Consulting, Inc. and Surface Water Management of Clackamas County for Surface Water On-Call Technical Services - *Procurement*
4. Approval of Amendment No. 1 & Renewal No. 1 with Otak, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services - *Procurement*
5. Approval of Amendment No. 1 & Renewal No. 1 with Otak, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services – *Procurement*
6. Approval of Amendment No. 1 & Renewal No. 1 with Parametrix, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services - *Procurement*
7. Approval of Amendment No. 1 & Renewal No. 1 with Parametrix, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services - *Procurement*
8. Approval of Amendment No. 1 & Renewal No. 1 with Brown and Caldwell, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services - *Procurement*
9. Approval of Amendment No. 1 & Renewal No. 1 with Brown and Caldwell, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services - *Procurement*
10. Approval of Amendment No. 1 & Renewal No. 1 with Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services - *Procurement*
11. Approval of Amendment No. 1 & Renewal No. 1 with Herrera Environmental Consultants, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services - *Procurement*
12. Approval of Contract Documents between Tri-City Service District and Stellar J Corporation for the Replacement of Aeration basin butterfly Valves Project

#### **VIII. COUNTY ADMINISTRATOR UPDATE**

#### **IX. COMMISSIONERS COMMUNICATION**

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

August 18, 2016

Board of County Commissioners of the  
Housing Authority of Clackamas County

Members of the Board:

**Resolution No. 1914: Approval of the Housing Authority's Certification for the  
Section 8 Management Assessment Program**

<b>Purpose/Outcomes</b>	Resolution No. 1914 grants approval to submit Housing Authority of Clackamas County's (HACC) Section 8 Management Assessment Program Certification (SEMAP).
<b>Dollar Amount and Fiscal Impact</b>	\$0
<b>Funding Source</b>	U.S. Department of Housing and Urban Development. No General Funds used.
<b>Duration</b>	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
<b>Previous Board Action</b>	Resolution No. 1911, SEMAP approval was passed by the HACC Board of Commissioners August 20, 2015
<b>Strategic Plan Alignment</b>	1. Build public trust through good government 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Chuck Robbins, Executive Director, 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1914 to approve and submit HACC's Section 8 Management Assessment Program Certification (SEMAP).

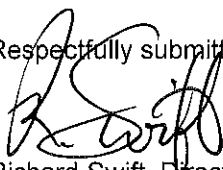
The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well a Housing Authority is administering the Section 8 tenant-based assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings: High Performer, with a score of 90% or higher; Standard Performer, with a score between 60% and 89%; or Troubled Housing Authority, with a score below 60%. HACC is pleased to report that we are a High Performer this year.

A copy of HACC's SEMAP form is attached. HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution 1914 shows the Board approves of our SEMAP submission and gives HACC the authority to submit it to HUD.

**RECOMMENDATION:**

Staff recommends that the Board approve Resolution 1914 and the attached Certification for SEMAP and that the Executive Director of the Housing Authority be authorized to submit the Certification to HUD.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

In the Matter of Approving for the  
Certification for the Section 8 Management  
Assessment Program (SEMAP)

RESOLUTION NO. 1914

WHEREAS, the Housing Authority of Clackamas County (HACC) must annually provide a self-assessment relating to the Section 8 tenant-based assistance program, and

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U. S. Department of Housing and Urban Development,

NOW, THEREFORE BE IT RESOLVED that the attached Certification for the Section 8 Management Assessment Program (SEMAP) is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U. S. Department of Housing and Urban Development.

DATED this 18th day of August, 2016.

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

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John Ludlow, Chair

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Recording Secretary

August 18, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to apply to the U.S. Department of Housing and Urban Development Set-Aside  
Funding Availability for Project-Basing HUD-VASH Vouchers

<b>Purpose/Outcomes</b>	Permission to apply for 25 Veteran Affairs Supportive Housing (VASH) Vouchers to be used in a Housing First Model
<b>Dollar Amount and Fiscal Impact</b>	Approximate value of \$365,000 annually, if awarded
<b>Funding Source</b>	U.S. Department of Housing and Urban Development. No County General Funds used.
<b>Duration</b>	Continuously renewed annually
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Chuck Robbins, Executive Director, 503-650-5666
<b>Contract No.</b>	None

**BACKGROUND:**

The Veteran Administration (VA) and the Department of Housing and Urban Development provide funding to pay rental assistance for Veterans and this funding includes close case management by the VA for each of the veteran families. HACC currently has 51 VASH vouchers. HACC would like to expand its Veteran housing assistance and offer 25 additional Project Based Vouchers as an option for local affordable housing providers to tie to specific units. These units would be required to follow the Housing First model, which puts the Veteran in housing regardless of rental barriers and surrounds them with services and support. If HACC is awarded the additional vouchers, a Request for Proposals will be advertised soliciting applications from parties invested in placing these vouchers in their developments.

**RECOMMENDATION:**

Staff recommends the approval to apply for this grant and acceptance of the award, if funded. Staff further recommends authorizing Chuck Robbins, Executive Director to sign all grant documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Presentation regarding Hunger in our Community and  
announcing the results of the 2016 H3S Food Drive**

<b>Purpose/Outcomes</b>	Every year, Clackamas County Health, Housing and Human Services holds a food drive to help support the Oregon Food Bank and the many organizations here in Clackamas County that rely on donations.
<b>Dollar Amount and Fiscal Impact</b>	42,226 pounds of food
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	Reduction of food insecurity
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. H3S – Individuals and families in need are healthy and safe 2. County – Ensure safe, healthy and secure communities
<b>Contact Person</b>	Richard Swift, Director, 503-650-5697
<b>Contract No.</b>	N/A

**Background:**

Even in a nation as wealthy as ours, hunger is a serious issue. According to the U.S. Department of Agriculture, 50.1 million Americans live in food-insecure households – 33 million adults and 17.2 million children.

Hunger is a particularly serious problem in Oregon. It is estimated that 1 in 5 children in Oregon is food insecure, with limited or uncertain access to safe and nutritious food.

Record numbers of people are seeking food assistance. In fact, according to the most recent statistics from the Oregon Food Bank, for the first time ever, the OFB statewide network distributed more than one million emergency food boxes. 270,000 people per month ate meals from emergency food boxes. In an average month, 92,000 children eat meals from emergency food boxes. An additional 3.9 million emergency meals were served at soup kitchens and shelters.

Most adult emergency food recipients are looking for work, working, retired or disabled. 34 percent of those receiving emergency food are children.

Food provided by the Oregon Food Bank is extremely important for people in need here in Clackamas County. Donations are what keeps places like the Clackamas Service Center on Southeast 80<sup>th</sup> Avenue, the Sandy Community Action Center, the Estacada Area Food Bank and the Colton Community center up and running and able to feed the hungry.

Every year, Clackamas County Health, Housing and Human Services holds a food drive to help support the Oregon Food Bank and the many organizations here in Clackamas County that rely on donations.

In our first food drive in 2009, we collected the equivalent of 15,440 pounds of food. In 2010, we collected 11,859 pounds, followed by 17,283.9 pounds in 2011, 18,481 pounds in 2012, 28,343 pounds in 2013, 26,277 pounds in 2014 and 34,850 pounds last year.

This year, we collected the equivalent of 42,226 pounds of food for the Oregon Food Bank. This is a new record for the H3S Food Drive.

Since 2009, H3S has collected nearly 195,000 pounds of food.

Each year, during the food drive, we also hold a few friendly competitions. The Foodie Award goes to the team that donated the most per capita, and the Can Do Award goes to the team that donated the most overall.

**The Can Do Award:** The Public Health Division team really stepped up this year and more than doubled the second-place team of H3S Admin/Children, Youth and Families. All told, Public Health employees scored 27,970 points, easily taking the award from H3S Admin/Children, Youth and Families that scored 13,413 points. For a little more context as to how Public Health did this year, the Behavioral Health Division won this title last year with 18,652 points – which is more than 9,300 points less than what Public Health did this year.

**Foodie Award:** The H3S Admin/Children, Youth and Families took home this title for the second straight year. Their divisions donated 753 pounds per capita.

One of the highlights of the H3S Food Drive was the H3S Carnival. On June 16, several department directors volunteered their time to sit in a dunk tank. Employees paid for the chance to dunk the directors. We want to specifically thank PGA Director Gary Schmidt, County Tax Assessor Bob Vroman, Technology Services Director Dave Cummings, Finance Director Marc Gonzales and H3S Director Rich Swift for their willingness to brave the cold water to help make a difference in the lives of Clackamas County residents. All told, more than \$1,000 was raised from the dunk tank alone.

This year, we also extended the H3S Food Drive to other departments. We want to thank the Board of County Commissioners office for participating in this year's event as it donated both food and money. The Department of Employee Services also got involved in the food drive this year and brought in nearly 400 pounds of food and \$751. This group also had a competition between the managers and the staff as to which group would donate the most. DES managers have kitchen duty for the next six months.

We also want to thank Garlic Jim's Famous Gourmet Pizza, Just A Bite Café, Smokey Bones BBQ and other local businesses for their donations and support in the H3S Food Drive.

On behalf of H3S, I want to thank all of the staff who participated, along with the coordinators in each division, who helped to make the H3S Food Drive the best one put on to date. We know that in difficult times, it is important for communities to come together to help each other. The H3S Food Drive is a great example of this, and we look forward to beating our record next year.

**Recommendation:**

No action needed.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services





OFFICE OF COUNTY COUNSEL

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

August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

Reading and Adoption of a Board Order Amending Local Contract  
Review Board Rules (County Code Appendix C)

<b>Purpose/Outcomes</b>	Designate signature authority to the County Administrator during summer recess
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	August 22, 2016 through September 6, 2016
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Stephen L. Madkour, County Counsel

**BACKGROUND:**

We are here to present the attached proposed amendment to Appendix C of the County Code which contains the Local Contract Review Board Rules (LCRB Rules). These are the public contracting rules adopted by the County. Changes to the LCRB Rules are adopted by Board Order upon a single reading, which may be a reading by title only.

During the time period of August 22, 2016 through September 6, 2016 the Board of County Commissioners will not be holding regular meetings. In the absence of the regular Board meetings, we request that the County Administrator or his designee be given authority to sign all contracts and contract amendments that would otherwise be signed by the Board. Delegation of the Board's contract signing authority to the County Administrator or his designee will allow for continuation of regular business matters without delay. The time period for this delegation of authority would be only from August 22, 2016 through September 6, 2016. The County Administrator will report to the Board on September 8, 2016 regarding any contracts entered during the specified time period.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners conduct a single reading, by title only, and then approve the Board Order amending the Local Contract Review Board Rules.

Sincerely,

Stephen L. Madkour, County Counsel

In the Matter of Amending Local  
Contract Review Board Rules,  
Appendix C of the Clackamas  
County Code

Order No.

This matter coming regularly before the Board of County Commissioners,  
and it appearing that;

**WHEREAS**, on August 21, 2014, the Board of County Commissioners  
adopted Board Order No. 2014-84 which amended the Local Contract Review  
Board Rules, incorporated into the County Code as Appendix C; and

**WHEREAS**, it is now necessary to temporarily amend those rules to  
provide additional authority to the County Administrator or his designee to sign  
contracts, during a period of time when the Board will not have regularly  
scheduled meetings;

**NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

Section 1: Section C-050-0100(2)(c) of Appendix C is hereby amended to  
read as follows:

C-050-0100 Delegation of Authority to Sign Contracts and Amendments.

(2) Authority to Sign Contracts and Contract Amendments.

(c) For the period of August 22, 2016-September 6, 2016, the Board of  
County Commissioners delegates authority to the County Administrator or his  
designee to sign all contracts or contract amendments. The County Administrator  
will report to the Board of County Commissioners on Thursday, September 8,  
2016 at the regularly scheduled Business Meeting, regarding any contracts  
signed by the County Administrator or his designee during this time period.

DATED this 18<sup>th</sup> day of August, 2016.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary



August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2016-2017
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$17,023,577.
Funding Source	
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 29, 2016
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

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

The County School Fund is recognizing higher than anticipated Secure Rural Schools revenue and budgeting for payments to other local governments.

The Building Codes Fund is recognizing additional licenses and permits revenue and budgeting for program costs and increasing contingency.

The Roads Fund is recognizing additional revenue from federal, state and local governments and budgeting to better align to program costs and increasing contingency.

The County Safety Net Legislation Local Projects Fund is recognizing prior year revenue and Secure Rural Schools revenue and budgeting for payments to other local governments and program costs.

The Property Resources Fund is recognizing additional tax foreclosure revenue and budgeting for program costs associated with property foreclosure and administration.

The effect of this Resolution is an increase in appropriations of \$17,023,577 including revenues as detailed below:

Prior Year Revenue	\$ 381,823.
Fund Balance	(2,568,440.)
License and Permits	4,338,480.
Federal Operating Grants	1,140,515.
State Operating Grants	6,781,344.
Local Government and Other Agencies	1,015,228.
Charge for Services	1,931,461.
Fines and Penalties	5,000.
Miscellaneous Revenue	110,220.
Other Financing Sources	882,920.
Interfund Transfer	<u>3,005,026.</u>
Total Recommended	<u>\$ 17,023,577.</u>

**RECOMMENDATION:**

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

Sincerely,

Diane Padilla  
Budget Manager

August 18, 2016

Board of Commissioners  
Clackamas County

Approval of an Amendment to the Subrecipient Agreement with Northwest Family Services for  
PreventNet Community Schools – Gladstone, Milwaukie, Oregon City

<b>Purpose/Outcomes</b>	PreventNet Community Schools provide in-school services to improve academic outcomes for at-risk/high-risk youth.
<b>Dollar Amount and Fiscal Impact</b>	\$184,250 (amendment adds \$94,750) No County General Funds are involved
<b>Funding Source</b>	Oregon Department of Education Youth Development Division CFDA# 93.667
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	080615-A4
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook x 503-650-5677
<b>Contract No.</b>	7317

**BACKGROUND: BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the subrecipient agreement with Northwest Family Services for PreventNet Community Schools Sites in Gladstone, Milwaukie, and Oregon City. Services to be provided under this agreement include resources and support to improve academic achievement. A minimum of 230 youth will be served in FY 16/17.

Services are funded with Title XX Federal Funds, CFDA Number 93.667, granted through Oregon Department of Education Youth Development Division. This agreement is effective as of July 1, 2015 and terminates on June 30, 2017 and adds \$94,750 for a maximum value of \$184,250. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

Subrecipient Agreement Amendment (FY 16-17)  
**Health, Housing and Human Services**

HHHS Contract Number: 7317

Board Order Number: 080615-A4

Division: CYF/HHHS

16-015 Amendment No. 1

Contractor: Northwest Family Services

Amendment Requested By: CYF

Changes: ( ) Scope of Service

( X ) Contract Budget

( X ) Contract Term

( ) Other:

**Justification for Amendment:** Amendment adds an additional \$94,750 (for a total of \$184,250) and extends the current contract for another year (July 1, 2016 – June 30, 2017). Services and service levels will remain the same.

**Amend:**

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.

**To Read:**

**AGREEMENT**

2. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.

**Amend:**

**AGREEMENT**

3. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Youth Development Division Youth and Community Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$89,500**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**To Read:**

**AGREEMENT**

3. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Youth Development Division Youth and Community Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$89,500 (FY 15/16) and \$94,750 (FY 16/17)** for a total Agreement amount of **\$184,250**. Funding for fiscal year 16/17 is divided between three school sites as follows:
  - Gladstone - \$23,500 (Exhibit B.1)
  - Milwaukie - \$23,500 (Exhibit B.2)
  - Oregon City - \$47,750 (Exhibit B.3)

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**Amend:**

**AGREEMENT**

7. **Funds Available and Authorized.** The COUNTY certifies that \$150,000 in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments

**To Read:**

**AGREEMENT**

7. **Funds Available and Authorized.** The COUNTY certifies that \$200,000 in Federal funds have been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

**Add:**

**AGREEMENT**

9.

- t) **Special Conditions.** SUBRECIPIENT will provide updated financial policies and procedures addressing issues raised in COUNTY letter dated 7/12/16, and will provide an itemized general ledger for the period 9/1/16-9/30/16, including backup (receipts, timesheets) to accompany their request for reimbursement for the same period by October 15, 2016.

**Amend:**

**AGREEMENT**

12.

c)

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicle, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

**To Read:**

**AGREEMENT**

12.

c)

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the contract, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.



Subrecipient Agreement 16-015 Amendment #1

Page 4

**Amend:**

**AGREEMENT**

12.

c)

8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

**To Read:**

**AGREEMENT**

12.

c)

8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

**Add:**

**AGREEMENT**

12.

c)

10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

**Add:**

**AGREEMENT**

12.

m) Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.

**Remove:**

- All Approved Match from Exhibit B – Gladstone, Milwaukie, Oregon City PreventNet Budget FY 15-16

**Add:**

Exhibit B.1 NWFS Gladstone PreventNet Budget FY 16/17

Exhibit B.2 NWFS Milwaukie PreventNet Budget FY 16/17

Exhibit B.3 NWFS Oregon City PreventNet Budget FY 16/17

## Exhibit B.1: NWFS Gladstone PreventNet Budget 16/17

<b>Subrecipient:</b> Northwest Family Services <b>Address:</b> 6200 SE King Rd., Portland, OR 97222 <b>PreventNet - Gladstone</b> <b>Contact Person:</b> Rose Fuller <b>Phone Number:</b> 503-546-6377 <b>E-mail:</b> <a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a>	<b>Grant Number:</b> 16-015 - A1 <b>Report Period:</b> 7/1/15 - 6/30/17 <b>Contract #:</b> <b>Federal Award #:</b> <b>CFDA(s):</b> 93.667
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	Budget Category	Budget
Personnel	Site Coordinator .40 FTE	\$ 12,800.00
	Fringe @ .24	\$ 3,072.00
	Supervision @ .08	\$ 4,480.00
	Fringe @ .24	\$ 1,075.00
Administration	Bookkeeper/Payroll .02	\$ 776.00
	Fringe @ .24	\$ 147.00
Program Materials and Supplies	Supplies/Materials	\$ 250.00
	Staff Training	\$ 500.00
	Insurance(s)	\$ 100.00
	Mileage	\$ 300.00
<b>Total Approved Budget</b>		<b>\$ 23,500.00</b>

**Department Review:**

**Project Officer Name:** Korene Mather

**Department:** Children, Youth & Families Division

<b>Exhibit B.2: NWFS Milwaukie PreventNet Budget 16/17</b>													
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>Subrecipient</b> Northwest Family Services</td> <td style="width: 40%;"><b>Grant Number:</b> 16-015 A-1</td> </tr> <tr> <td><b>Address:</b> 6200 SE King Rd., Portland, OR 97222</td> <td><b>Report Period:</b> 7/1/15-6/30/17</td> </tr> <tr> <td style="text-align: center;"><b>PreventNet - Milwaukie</b></td> <td><b>Contract #:</b></td> </tr> <tr> <td><b>Contact Person:</b> Rose Fuller</td> <td><b>Federal Award #:</b></td> </tr> <tr> <td><b>Phone Number:</b> 503-546-6377</td> <td><b>CFDA(s):</b> 93.667</td> </tr> <tr> <td><b>E-mail:</b> rfuller@nwfs.org</td> <td></td> </tr> </table>		<b>Subrecipient</b> Northwest Family Services	<b>Grant Number:</b> 16-015 A-1	<b>Address:</b> 6200 SE King Rd., Portland, OR 97222	<b>Report Period:</b> 7/1/15-6/30/17	<b>PreventNet - Milwaukie</b>	<b>Contract #:</b>	<b>Contact Person:</b> Rose Fuller	<b>Federal Award #:</b>	<b>Phone Number:</b> 503-546-6377	<b>CFDA(s):</b> 93.667	<b>E-mail:</b> rfuller@nwfs.org	
<b>Subrecipient</b> Northwest Family Services	<b>Grant Number:</b> 16-015 A-1												
<b>Address:</b> 6200 SE King Rd., Portland, OR 97222	<b>Report Period:</b> 7/1/15-6/30/17												
<b>PreventNet - Milwaukie</b>	<b>Contract #:</b>												
<b>Contact Person:</b> Rose Fuller	<b>Federal Award #:</b>												
<b>Phone Number:</b> 503-546-6377	<b>CFDA(s):</b> 93.667												
<b>E-mail:</b> rfuller@nwfs.org													

Budget Category	Budget	
Personnel	Site Coordinator .40 FTE	\$ 12,800.00
	Fringe @ .24	\$ 3,072.00
	Supervision @ .08	\$ 4,480.00
	Fringe @ .24	\$ 1,075.00
Administration	Bookkeeper/Payroll .02FTE + fringe @ .24	\$ 776.00
	General admin	\$ 147.00
Program Materials and Supplies	Supplies/Materials	\$ 250.00
	Staff training	\$ 500.00
	Insurance(s)	\$ 100.00
	Mileage	\$ 300.00
<b>Total Approved Budget</b>		<b>\$ 23,500.00</b>

**Department Review**

**Project Officer Name:** Korene Mather  
**Department:** Children, Youth & Families Division

## Exhibit B.3: NWFS Or. City PreventNet Budget 16/17

<b>Subrecipient:</b> Northwest Family Services	<b>Grant Number:</b> 16-015 A-1
<b>Address:</b> 6200 SE King Rd., Portland, OR 97222	<b>Report Period:</b> 7/1/15-6/30/16
<b>PreventNet - Oregon City</b>	<b>Contract #:</b>
<b>Contact Person:</b> Rose Fuller	<b>Federal Award #:</b>
<b>Phone Number:</b> 503-546-6377	<b>CFDA(s):</b> 93.667
<b>E-mail:</b> rfuller@nwfs.org	

Budget Category	Budget
Personnel	Site Coordinator 1.0 FTE \$ 32,000.00
	Fringe @ .24 \$ 7,680.00
	Supervision @ .08 \$ 4,480.00
	Fringe @ .24 \$ 1,075.00
Administration	Bookkeeper/Payroll .02 + Fringe @ .24 \$ 795.00
	General admin \$ 470.00
Program Materials and Supplies	Supplies/Materials \$ 400.00
	Phone \$ 450.00
	Insurance(s) \$ 100.00
	Mileage \$ 300.00
<b>Total Approved Budget \$ 47,750.00</b>	

**Department Review.**

**Project Officer Name:** Korene Mather

**Department:** Children, Youth & Families Division

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**Agency/SUBRECIPIENT**

**Northwest Family Services**

Organization Name

6200 SE King Rd.

Address

Portland, Oregon 97222

City, State, Postal Code



Signature

Executive Director

Title

8/31/2016

Date

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing and Human Services Dept.

Date

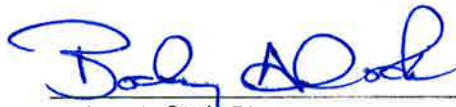
Approved to Form:



County Counsel

Recording Secretary

Date



Rodney A. Cook, Director

Children, Youth & Families Division

8/2/16

Date

August 18, 2016

Board of Commissioners  
Clackamas County

**Approval of Sub-recipient Agreement  
with EI Programa Hispano Catolico for culturally specific services**

<b>Purpose/Outcomes</b>	This agreement will provide needed culturally-specific services to underserved Latina survivors of domestic violence, sexual assault, stalking, and elder abuse.
<b>Dollar Amount and Fiscal Impact</b>	\$62,290
<b>Funding Source</b>	Office on Violence Against Women – Encouraging Arrest Grant # 2013-We-AX-0039. No County General Funds are involved.
<b>Duration</b>	August 1, 2016 through September 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	7917

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement Contract with EI Programa Hispano Catolico that will fund a bi-cultural, bi-lingual Latina Services Navigator. The Navigator, housed at A Safe Place Family Justice Center, will provide much needed culturally-specific services to underserved Latina survivors of domestic violence, sexual assault, stalking, and elder abuse. The Navigator will provide full time access to advocacy, support, and resources, and will be 'mobile' - going to where the survivor is. These services will decrease the barriers to safety experienced by the Latino community and improve outcomes for families impacted by violence.

This contract is in a format that has been approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 17-015**

Project Name: **Latina Services Navigator/OVW Arrest**

Project Number: **06160**

This Agreement is between **Clackamas County**, Oregon, acting by and through its **Department of Department of Health, Housing and Human Services, Division of Children, Youth, and Families** (COUNTY) and **El Programa Hispano Catolico** (SUBRECIPIENT) an Oregon Nonprofit Corporation

**Clackamas County Data**

Grant Accountant: **Michael Morasko**

Program Manager: **Sarah Van Dyke**

Clackamas County – Finance

Clackamas County – H3S – Children, Youth and Families

2051 Kaen Road

150 Beaver Creek Road, Suite 305

Oregon City, OR 97045

Oregon City, OR 97045

503-742-5435

503-650-5685

mmorasko@clackamas.us

svandyke@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: **Richard Horsford**

Program Representative: **Gabriella Gomez**

El Programa Hispano Catolico

El Programa Hispano Catolico

2740 SE Powell Blvd

2740 SE Powell Blvd.

Portland, OR 97202

Portland, OR 97202

503-688-2646

503-688-2630

RHorsford@CatholicCharitiesOregon.org

ggomez@catholiccharitiesoregon.org

DUNS: 079705374

**RECITALS**

1. El Programa Hispano Catolico (SUBRECIPIENT) assists Spanish-speaking individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threats, sexual harassment and all types of abuse in their lives. El Programa Hispano Catolico works to ensure that Latino individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression. Latina survivors of domestic violence face additional barriers to safety.
2. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety in cases of domestic violence, dating violence, sexual assault, and stalking in by providing culturally-specific services through a dedicated bi-cultural and bi-lingual advocate. The advocate (job title: Latina Services Navigator) will work out of the COUNTY's Family Justice Center and be available to provide direct support, information, referrals, and advocacy to survivors of violence and their children. The Navigator will also be available to meet survivors outside of the FJC and travel to schools, doctor's offices, etc. in order to provide immediate intervention and assistance.

3. **Program Description:** This award will fund a Latina Services Navigator for Project UNICA. The Navigator will provide much needed culturally-specific services to underserved Latina survivors of domestic violence, sexual assault, stalking, and elder abuse. The Navigator will provide full time access to advocacy, support, and resources, and will be 'mobile' – going to where the survivor is. These services will decrease the barriers to safety experienced by the Latino community and improve outcomes for families impacted by violence.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### **AGREEMENT**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **August 1, 2016** and shall expire on **September 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives & Performance Reporting Schedule SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2013-WE-AXC-0039 (Federal award date: 9/12/2013) that is the source of the grant funding, in addition to compliance with requirements of Title 28 of the *Code of Federal Regulations* (CFR), Part 90. A copy of that grant award has been provided to SUBRECIPIENT by the COUNTY, which is made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **OWW FY 2013 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (Catalogue of Federal Domestic Assistance [CFDA] #: 16.590)** issued to the COUNTY by the U.S. Department of U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #[s]: 2013-WE-AX-0039). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$62,290**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: SUBRECIPIENT Reimbursement Request and Exhibit E: Monthly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$300,000 in Federal Funds have



been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.
  - h) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
  - i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: SUBRECIPIENT Reimbursement Request.
  - j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
  - k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT,

in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: SUBRECIPIENT Reimbursement Request on a monthly basis.

- l) **Specific Conditions.** None.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have

access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for 2013-WE-AX-0039, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents. Additional requirements passed-through from the Department of Justice are found in Exhibit G: Additional Federal Requirements.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 28 CFR Part 90.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the Department of Justice Office on Violence Against Women.

- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

#### 11. Federal and State Procurement Standards

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

restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

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

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

El Programa Hispano Catolico

By: \_\_\_\_\_  
Chair

By:   
Patricia Rojas, Executive Director

Dated: \_\_\_\_\_

Dated: 8/8/2010

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

Dated: 1 August 2016

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Performance Reporting Schedule
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: SUBRECIPIENT Reimbursement Request Form
- Exhibit E: SUBRECIPIENT Work Plan and Monthly Reporting Template
- Exhibit F: Final Financial Report
- Exhibit G: Additional Federal Requirements



August 18, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with  
Cascadia Behavioral Healthcare for  
Residential Treatment Services

<b>Purpose/Outcomes</b>	This contractor provides mental health residential treatment services to Clackamas County residents.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$ \$779,318.00
<b>Funding Source</b>	Oregon Health Authority 2015-2015 CMHP Agreement # 147783 - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates June 30, 2017
<b>Previous Board Action</b>	The previous contract was approved by the Board of County Commissioners on August 12, 2015, agenda item 081315-A2
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh Director – Behavioral Health Division 503.742.5305
<b>Contract No.</b>	7771

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Residential Treatment Services to residents of Clackamas County. Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel has reviewed and approved this contract on July 6, 2016.

This contract is retroactively effective due to awaiting signature and approval from agency past the effective date.

**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 Department

**AGENCY SERVICES CONTRACT  
RESIDENTIAL TREATMENT SERVICES**

**Contract # 7771**

This Residential Treatment Agency Services Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and CASCADIA BEHAVIORAL HEALTHCARE, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority, and "this agreement" means Contract #7771 and all exhibits.

**CONTRACT**

**1.0 Engagement**

COUNTY hereby engages AGENCY to provide *Residential Treatment* services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which AGENCY will contract with COUNTY to provide residential treatment services to clients.

**2.0 Term**

Services provided under the terms of this agreement shall retroactively commence upon the **July 1, 2016** and shall terminate **June 30, 2017** unless terminated by one or both parties as provided for in paragraph 6.0 below. This contract can be amended by mutual consent of both parties.

**3.0 Compensation and Fiscal Records**

3.1 Compensation. Oregon Health Authority or COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum contract value not to exceed **\$779,318.00**

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

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

**4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this agreement. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this contract. Further, any violation of AGENCY'S warranty, in this contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle AGENCY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY.

4.3 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

4.4 Workers' Compensation. AGENCY certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this agreement.

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

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## 5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH/SPD and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this agreement.

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

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY  Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/ \$4,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY  Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

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

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by this agreement.

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this agreement.

5.8 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.

5.9.3 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 AGENCY shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all monies and sums that AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9.5 All employers working under this agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.10 Integration. This agreement contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

## **6.0 Termination**

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing delivered by certified mail or in person.

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

6.2.1 The terms of the 2015-2017 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the 2015-2017 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority.

6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified to accommodate a reduction in funds.

6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this agreement.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 If AGENCY fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this agreement if AGENCY substantially fails to perform the specific provisions of agreement. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. AGENCY and COUNTY shall continue to perform all duties and obligations under this agreement to the date of termination.

**7.0 Notices**

If to AGENCY:

Cascadia Behavioral HealthCare  
**PO Box 8459**  
Portland, OR 97207

If to COUNTY:


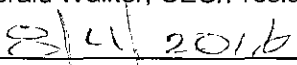
Clackamas County Behavioral Health Division  
Attention: Contracts and Credentialing Analyst  
2051 Kean Road, #154  
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

- |              |                                |
|--------------|--------------------------------|
| Exhibit A    | Definitions                    |
| Exhibit B    | Scope of Work                  |
| Exhibit C    | Compensation and Payment       |
| Exhibit D    | Performance Standards          |
| Exhibit E    | Compliance with Applicable Law |
| Attachment 1 | FY 2016-2017 Rate Chart        |

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

**CASACADIA BEHAVIORAL HEALTHCARE**

By:   
\_\_\_\_\_  
Derald Walker, CEO/President  
  
\_\_\_\_\_  
Date  
PO Box 8459  
\_\_\_\_\_  
Mailing Address  
Portland, Oregon 97207  
\_\_\_\_\_  
City/State/Zip  
(503) 963-7766 (503) 963-7711  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

\_\_\_\_\_  
Date

**EXHIBIT A  
DEFINITIONS**

Whenever used in this Residential Treatment Service Agreement, the following terms shall have the meanings set forth below;

**"Agreement"**: This Residential Treatment Services Agreement between COUNTY and AGENCY for the provision of services.

**"Client"**: with respect to a particular service provided by Agency, any individual receiving that service, in whole or in part, with funds provided under this agreement

**"Community Mental Health Program" or "CMHP"**: a centrally organized and coordinated program of services for persons with mental and emotional disorders, developmental disabilities, and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon

**Community Outcome Management and Performance Accountability Support System (COMPASS)**: the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTS

**"County"**: Clackamas County, a political subdivision of the State of Oregon.

**"Intergovernmental Agreement"**: the 2015-2017 Intergovernmental agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon, acting by and through its Oregon Health Authority and Clackamas County, as amended from time to time.

**Measures and Outcomes Tracking System (MOTS)**: the AMH data system that stores client data submitted by AGENCY and/or COUNTY

**"OAR"**: Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.

**"Oregon Health Authority"**: Department of the State of Oregon that contracts with County to establish and finance community mental health, developmental disability and addiction programs. County, in turn, subcontracts certain services to Agency.

**Oregon Web Infrastructure for Treatment Services (OWITS)**: is

- 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and
- 2) a system to manage the AMH services



## **EXHIBIT B SCOPE OF WORK**

AGENCY agrees to provide the services described below in accordance with OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, and shall comply with the following service description and performance requirements. Services provided are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services under this agreement.

### **1. Residential Treatment Services**

Treatment and supervision (including medication supervision) services delivered on a 24-hour basis to individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a hazard to themselves or others or who otherwise require long-term care to remain in the community. Residential treatment services will support clients in moving toward successful independence, and will assist each Client served in transitioning to the least restrictive living environment appropriate for that individual.

Only those clients whom the COUNTY determines are unable to live independently without supervised intervention, training or supports are eligible for Residential Treatment Services funded through this agreement.

The specific services delivered to a Client are determined based upon an individualized assessment of care and treatment needs (Plan of Care Request) and are intended to promote the wellbeing, health and recovery of the individual through the availability of a wide-range of residential treatment services. Residential treatment services may include, but are not limited to, the following:

- A. Provision of care including assumption of a responsibility for the safety and well-being of the individual.
- B. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- C. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- D. Management of aggressive or self-destructive behavior;
- E. Supervision of daily living activities such as eating, personal hygiene, clothing care and grooming;
- F. Skills training, including social skills, money and household management, independence in activities of daily living, and use of community resources;
- G. Administration and supervision of prescribed and non-prescribed medication;
- H. Management of physical or health problems, including seizures or incontinency;
- I. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- J. Provision or arrangement of routine and/or emergency transportation; and
- K. Room and board and personal care services.

### **2. Facilities**

Leland  
Pearl  
Portland Avenue

**3. Level of Care; Admission, Continued Stay and Discharge Criteria**

AGENCY shall administer, or cooperate with COUNTY in the administration of, the Level of Care Utilization System (LOCUS) instrument to assist with treatment planning. AGENCY shall maintain the LOCUS as part of the Client record and shall make such records available to COUNTY upon request.

AGENCY shall participate in the COUNTY admission, continued stay and discharge authorization process, as outlined in the COUNTY practice guidelines. AGENCY understands that authorization for services will be based upon this review process.

**4. Coordination of Care**

A. AGENCY shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the laws governing confidentiality.

B. AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:

(1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning to aid in the timely discharge of the Client.

(2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the Client to acute care.

(3) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

C. AGENCY shall participate in Client staffing with COUNTY and Oregon Health Authority on a regular, scheduled or ad hoc basis in order to ensure most appropriate care.

**5. Standards of Care**

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a Client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values and pursuant to OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, AGENCY shall:

A. Provide services in a manner that assures continuity and coordination of the health care services provided to each Client;

B. Comply with the following timelines upon receipt of a referral:

(1) Contact the referent within two (2) business days with decision of whether to screen the referred Client;

(2) Conduct screening within five (5) business days from receipt of referral; and

(3) Determine whether to accept the referral, and complete the referral cover sheet and return it to the referent within two (2) business days of the screening

C. AGENCY shall not discriminate against clients because of source of income, race, color, national origin, religion, creed, marital status, sex or sexual orientation (except as may be limited by room arrangement), age (except under 18 years), familial status, or disability in addition to the mental or emotional disorder;

D. Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);E. Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current

symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;

- F. Assure that an adequate number of staff are available at all times to meet the treatment, health and safety needs of clients;
- G. Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- H. Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition;
- I. Ensure that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- J. Maintain facilities and equipment appropriate for provision of services to clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the American's with Disabilities Act.

**EXHIBIT C  
COMPENSATION AND PAYMENT**

**1. Compensation**

AGENCY shall be compensated by the Oregon Health Authority or COUNTY for satisfactorily performing the services as specified in Exhibit b, Scope of Work.

Maximum contract value not to exceed **\$779,318.00**

AGENCY shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this agreement. AGENCY understands that it may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

**2. Method of Payment**

AGENCY will be compensated on a monthly basis as specified in Attachment 1, Rate Chart. AGENCY may expend the funds paid to AGENCY under this agreement solely on the delivery of residential treatment services, and may not expend funds in excess of the amount reasonable and necessary to provide quality delivery of residential treatment services.

A. Disbursement by Oregon Health Authority. Payments will be made directly by Oregon Health Authority based on monthly rates authorized by COUNTY as claimed by AGENCY through the Medicaid Managed Care Information System (MMIS), subject to the following:

- (1) AGENCY, in coordination with COUNTY, must submit a Plan of Care Request for each individual in AGENCY's care to Oregon Health Authority to determine a particular individual rate;
- (2) The monthly rate will be prorated for any month in which the individual is not served for a portion of a month;
- (3) Payment will be reduced (offset) by the amount of Client resources received by AGENCY from the Client or the Client's health insurance in support of Client care and services provided; and
- (4) Oregon Health Authority is not obligated to pay for services that are not properly reported through the Oregon Health Authority (OHA)'s Enhanced Data Capture by the date 60 days after the earlier of termination of this Contract, termination of the Oregon Health Authority's obligation to provide financial assistance for services or termination of the Intergovernmental Agreement.

B. Disbursement by COUNTY. Funds for personal incidentals, rent subsidies and certain other services may be disbursed through COUNTY to AGENCY. COUNTY will disburse funds in monthly allotments as specified by the Oregon Health Authority. Disbursement will be based on the monthly rates as negotiated by COUNTY and approved by Oregon Health Authority.

**3. Contract Settlement**

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Contract between actual COUNTY disbursement of funds and the actual amount of services delivered during the period specified as properly reported in MOTS or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement.

## EXHIBIT D PERFORMANCE STANDARDS

### 1. Interpretation and Administration of Agreement

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Intergovernmental Agreement between COUNTY and the Oregon Health Authority and applicable Oregon statutes and administrative rules concerning residential treatment services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

### 2. General Performance Standards

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with Oregon Health Authority established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement.

- A. Licenses and Certifications. By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent contractors providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 et seq. or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services.
- B. Quality Assurance. AGENCY shall cooperate with, and participate in, COUNTY's quality assurance review program. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of residential treatment services provided to clients consistent with the requirements of the Intergovernmental Agreement and with practice guidelines established by COUNTY.
- C. AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.
- D. Contractual Compliance. AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
- E. Provider Appeal Process. AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Intergovernmental Agreement as they apply to this agreement. Appeals shall be made in writing. Appeals related to administrative decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

### 3. Staff Credentials

COUNTY delegates to AGENCY the credentialing and re-credentialing of employed and contracted staff who provide services to clients under this agreement. AGENCY must, at a minimum, obtain and verify documents that provide evidence of credentials and complete database queries, as follows:

- A. Appropriate education and academic degrees, as required;
- B. Licenses or certificates, as required;
- C. Relevant work history or qualifications, as required;
- D. Completion of a successful criminal history records check through the Background Check Unit, a Shared Service of the Department of Human Services and the Oregon Health Authority and compliant with ORS 181A.200. and OAR 943-007-0001 to 943-007-0501;

AGENCY assures that all of AGENCY's employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licenses or registered. AGENCY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the degrees, licenses and certifications of AGENCY's employees and independent contractors for purposes of verification. AGENCY shall provide COUNTY with a list of all staff and independent contractors who will provide services to clients under this agreement. The list shall be submitted to COUNTY within thirty (30) days of the effective date of this agreement and shall be updated as information changes or as changes are made to AGENCY's staff. The list shall document the academic degree, license, certification, and/or qualifications of each employee and independent contractor providing services under this agreement.

#### **4. Records Maintenance, Access and Confidentiality**

##### **A. Clinical Records, Access and Confidentiality**

- (1) Access to Records and Facilities. COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this agreement, the funds paid to AGENCY hereunder, or any services delivered hereunder, for purposes of making audits, examinations, excerpts, copies and transcriptions.
- (2) Retention of Records. AGENCY shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement, the funds paid to AGENCY hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this agreement or applicable law, following the termination or expiration of this agreement. If there are unresolved audit or other questions at the end of the six-year period, AGENCY shall retain the records until the questions are resolved.
- (3) Expenditure Records. AGENCY shall document the expenditure of all funds paid to AGENCY under this agreement. Unless applicable federal law requires AGENCY to utilize a different accounting system, AGENCY shall create and maintain all expenditure records in accordance with Generally Accepted Accounting Principles and in sufficient detail to permit COUNTY and the Oregon Health Authority to verify how the funds paid to AGENCY under this agreement were expended.
- (4) Client Records. AGENCY shall create and maintain a record for each Client who receives residential treatment services under this agreement. The client record must contain, at a minimum, the following information:
  - (i) Client identification;
  - (ii) Problem assessment;
  - (iii) Treatment, training and/or care plan;
  - (iv) Medical information when appropriate; and
  - (v) Progress notes including current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules and service termination summary.

AGENCY shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215. Client records must be retained for a minimum of six (6) years from termination or expiration of this agreement.

- (5) Safeguarding of Client Information. AGENCY shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority

implementing the forgoing laws, and any written policies made available to AGENCY by COUNTY or by the Oregon Health Authority. AGENCY shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to COUNTY and to the Oregon Health Authority upon request.

**B. Financial Records**

- (1) AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.
- (2) AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.
- (4) AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.
- (5) AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

**C. Consumer Complaints**

- (1) AGENCY shall maintain a record of all complaints made to AGENCY by the Client related to services provided under this agreement. A complaint means any expression of dissatisfaction, whether oral or written, submitted by a Client or representative, related to any aspect of AGENCY's operations, activities or behavior that pertains to availability, delivery or quality of care. The expression may be in whatever form or communication or language that is used by the Client. If the Client is an Oregon Health Plan Member, AGENCY must incorporate the Oregon Health Plan Complaint Form (OHP 3001), and state the reason for the dissatisfaction and the Client's desired resolution.
- (2) AGENCY shall submit to COUNTY by facsimile or portable document format (PDF) each complaint received by AGENCY submitted by a Client or representative. The complaint shall be transmitted to COUNTY the day it is received.
- (3) AGENCY shall submit to COUNTY a summary of Client complaints on a quarterly basis, within thirty (30) calendar days of the end of each calendar quarter, using the form provided by COUNTY for that purpose.
- (4) AGENCY shall post information on Client rights and responsibilities and its consumer complaint process in a visible location in all facilities and other service locations.

(5) AGENCY shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.

## 5. Reporting

### A. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.768, "Abuse Reporting for adults with mental illness or developmental abilities", and OAR 943-045-0250 through 943-045-0370, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

### B. Reporting of Critical Incidents

AGENCY shall submit a report of any critical incident involving a Client occurring on AGENCY's premises and/or involving AGENCY's staff and/or occurring during the course of treatment by AGENCY. Incidents that shall be reported include, but are not limited to, injury, accident, major illness, death, act of physical aggression, medication error, suspected abuse or neglect, or any other unusual incident that presents a risk to health and safety of the Client. Incident reports shall be submitted in writing and shall include, at a minimum, the date of the incident, the persons involved, the details of the incident, and the quality and performance actions taken by AGENCY to initiate investigation of the incident and correct any identified deficiencies. Incident reports shall be submitted to COUNTY within 24 hours of the occurrence of the incident.

### C. Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

### D. Reporting Requirements

AGENCY shall prepare and furnish Client, service and financial information as specified in the Intergovernmental Agreement to COUNTY and the Oregon Health Authority when a service is delivered under this agreement.

## 6. Alternative Forms of Communication

In connection with the delivery of residential treatment services, AGENCY shall:

- A. Make available to a Client without charge upon the Client's, the COUNTY's, or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or written policies made available to AGENCY.
- B. Make available to a Client without charge, upon the Consumer's, COUNTY's or Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by AGENCY.
- C. Make available to a Client without charge upon the Consumer's, COUNTY's or Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by AGENCY.
- D. Make available to a Client with hearing impairments without charge upon the Consumer's, COUNTY's or Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

## 7. Monitoring

### A. Agreement Compliance Monitoring

COUNTY shall conduct compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and appropriateness of services under this agreement. COUNTY shall provide AGENCY twenty (20) business days written notice of any compliance monitoring activity that requires any action or cooperation by AGENCY.



Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should AGENCY found to be out of compliance with any requirement of this contract, the following actions may be taken by COUNTY until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to AGENCY
- Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

B. Evaluation Projects

AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

**EXHIBIT E**  
**COMPLIANCE WITH APPLICABLE LAW**

AGENCY shall comply and, as indicated, cause all employees, agents and subcontractors to comply with the following Federal requirements. 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**

AGENCY shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of services. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

**2. Equal Employment Opportunity**

If this agreement, including amendments, is for more than \$10,000, then AGENCY shall 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. Non-Discrimination**

AGENCY shall comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules. AGENCY shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Covered Services to clients who have difficulty communicating due to a disability, or limited English proficiency or diverse cultural and ethnic backgrounds, and shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-0220.

**4. Pro-Children Act**

AGENCY shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

**5. Drug Free Workplace**

AGENCY shall maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program.

**6. Clinical Laboratory Improvement Amendments**

All laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

**7. Clean Air, Clean Water, Environmental Protection Agency Regulations**

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply with all applicable standards, orders or requirements issued under Section 206 of the Clean Air Act (42 USC 7606), Federal Water Pollution Control Act, (33 USC 1251 to 1387), Executive Order 11738, and Environmental Protection Agency (EPA) regulations which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to the Department of Health and Human Services and to the appropriate Regional Office of the Environmental Protection Agency.

**8. Energy Efficiency**

AGENCY shall comply and cause all employees and 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 USC 6201 et. seq. (Pub. L. 94-163).

**9. Resource Conservation and Recovery**

AGENCY shall comply and cause 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 (42 USC 6901 et. seq.). Section 6002 of that Act 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 Parts 247-253.

**10. Audits**

AGENCY shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

**11. Truth in Lobbying**

AGENCY certifies, to the best of AGENCY's knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, 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, AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**12. Conflict of Interest**

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "Client of household," ORS 244.020(12).

**13. Protected Health Information**

AGENCY is a "covered entity" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Title II, Subtitle F, Administrative Simplification, or the Federal regulations implementing the Act. AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records consistent with HIPAA and/or other Federal, State, and local laws, rules and regulations applicable to the work performed under this agreement. AGENCY shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential Client information and records shall assure accuracy, backup for retention and safeguards against tampering, back dating or alteration.

**RESIDENTIAL TREATMENT SERVICES RATES 2016-2017  
 ATTACHMENT 1**

**CASCADIA BEHAVIORAL HEALTHCARE**  
 RESIDENTIAL TREATMENT SERVICES  
 2016-2017 RATES

Location	# of Slots	Type of Payment	Service Element	Rate per month	Total Amount
Pearl	12	Service Payment	MHS 28		\$ 265,218
Leland	10	Service Payment	MHS 28		\$ 317,892
Portland Ave	4	Rent Subsidy	MHS 20		\$ 11,890
	4	Service Payment	MHS 28		\$ 184,318
				MHS 20	\$767,428.00
				MHS 28	\$11,890.00
					\$779,318.00

August 18, 2016

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for  
Assertive Community Treatment Programs

<b>Purpose/Outcomes</b>	To provide Assertive Community Treatment programs for people who are Oregon Health Plan (OHP) member's capitated to Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$750,000.00
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	The previous agreement was approved by the Board of County Commissioners on August 6, 2015 - agenda item 080615-A2
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
<b>Contract No.</b>	7775

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment (ACT) programs. ACT programs are for adults who have not responded well to traditional outpatient mental health services. Services include assessments, psychiatric services, case management, employment and housing assistance, family support and education, substance abuse services, etc. for persons enrolled in services through Clackamas County Behavioral Health Division. The Behavioral Health Division has partnered with Cascadia Behavioral Healthcare for behavioral health services since 2007. This contract is a continuation of these services.

Cascadia Behavioral Healthcare will be paid a total of \$750,000. less any revenue from Medicare, open card or other third party payers. The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel has reviewed and approved this agreement on June 28, 2016. This contract is retroactive due to being with the contractor for review and approval past the effective date.

**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

# AGENCY SERVICE CONTRACT

## Contract # 7775

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CASCADIA BEHAVIORAL HEALTHCARE** Hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority, and "this agreement" means Contract #7775 and all exhibits.

## CONTRACT

### 1.0 Engagement

COUNTY hereby engages AGENCY to **Assertive Community Treatment (ACT) services** as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2016** and shall terminate **June 30, 2017** unless terminated by one or both parties as provided for in paragraph 6.0 below.

### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum contract payment to AGENCY shall not exceed **\$750,000.00**

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

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.1.1 AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY'S warranty, in this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle AGENCY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- iv. These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent AGENCY. AGENCY certifies that it is an independent AGENCY and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.



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

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## 5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

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

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force, at its own expense, each insurance noted below:

### 5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

### 5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

### 5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

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

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

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

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

5.5 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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

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

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- i. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such agency or sub-contractor incurred in performance of this contract.
- iii. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- i. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
- ii. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

## 6.0 Termination

6.1 Termination without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

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

6.2.1 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

6.2.2 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.3 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.4 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.5 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.6 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY 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. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYS declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

**7.0 Notices**

If to AGENCY:

Cascadia Behavioral HealthCare  
PO Box 8459  
Portland, OR 97207

If to COUNTY:


Clackamas County Behavioral Health Division  
Attention: Contracts and Credentialing Analyst  
2051 Kean Road, #154  
Oregon City, OR 97045


This contract consists of seven (7) sections plus the following exhibits and attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions

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

**CASCADIA BEHAVOIRAL HEALTHCARE**

By:   
Derald Walker, CEO/President

  
Date  
847 NE 19<sup>th</sup> Avenue Suite 100  
Street Address  
Portland, Oregon 97207  
City/State/Zip  
(503) 963-7766 / (503) 963-7711  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Services Department

Date



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2016-2017

Purpose/Outcome	Budget change for Clackamas County FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$614,034.
Funding Source	Includes State Grant Revenue and Local Government and Other Agencies
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The General Fund – Public and Government Affairs is recognizing Metro revenue and budgeting for program costs for the Willamette Falls Locks Heritage Foundation. The General Fund – Not Allocated to Organizational Unit is also transferring carryover revenue from Willamette Falls Heritage Foundation to Public and Government Affairs and reducing contingency accordingly.

The Behavioral Health Fund is recognizing additional Oregon Health Plan revenue and budgeting for the Choice Model Services Program.

The Social Services Fund is recognizing revenue from Oregon Health Authority and budgeting to add two full-time Case Manager positions for the Veterans Rental Assistance Program.

The effect of this Board Order is an increase in appropriations of \$614,034 including new revenues as detailed below:

State Operating Grant Revenue	\$ 588,034.
Local Government and Other Agencies	<u>26,000.</u>
Total Recommended	<u>\$ 614,034.</u>

**RECOMMENDATION:**

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

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing  
Authorization to Appropriate Grants  
For Specific Purposes within the Fiscal  
Year 2016-17

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

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . General Fund
- . General Fund – Public and Government Affairs
- . Behavioral Health Fund
- . Social Services Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**NEW SPECIFIC PURPOSE REVENUE REQUESTS**

**Exhibit A**

**August 18, 2016**

Recommended items by revenue source:

State Operating Grants	\$ 588,034
Local Government and Other Agencies	<u>26,000</u>
Total Recommended	<u><u>\$ 614,034</u></u>

**GENERAL FUND**

Revenues:	
Local Government and Other Agencies	\$ 26,000
Total Revenue	<u><u>\$ 26,000</u></u>

Expenses:	
Public and Government Affairs	\$ 32,500
Total Expenditures	<u><u>\$ 32,500</u></u>

Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ (6,500)
Total Expenditures	<u><u>\$ (6,500)</u></u>

General Fund – Public and Government Affairs is recognizing Metro revenue and budgeting for program costs for the Willamette Falls Locks Heritage Foundation. The General Fund – Not Allocated to Organizational Unit is also transferring carryover revenue from Willamette Falls Heritage Foundation to Public and Government Affairs and reducing contingency accordingly.

**BEHAVIORAL HEALTH FUND**

Revenues:	
State Operating Grants	\$ 94,417
Total Revenue	<u><u>\$ 94,417</u></u>

Expenses:	
Health and Human Services	\$ 94,417
Total Expenditures	<u><u>\$ 94,417</u></u>

Behavioral Health Fund is recognizing additional Oregon Health Plan revenue and budgeting for the Choice Model Services Program.

**SOCIAL SERVICES FUND**

Revenues:

State Operating Grants	\$ 493,617
Total Revenue	<u>\$ 493,617</u>

Expenses:

Health and Human Services	\$ 493,617
Total Expenditures	<u>\$ 493,617</u>

Social Services Fund is recognizing revenue from Oregon Health Authority and budgeting to add two full-time Case Manager positions for the Veterans Rental Assistance Program.



August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2016-2017

Purpose/Outcome	Budget change FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$60,000
Funding Source	Includes Interfund Transfers
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency to the Department of Employee Services for travel costs originally budgeted in 2015-16 but expended in the current fiscal year. This fund is also making an interfund transfer to the Behavioral Health Fund to move the payment agreement for the Involuntary Commitment Program to the Behavioral Health Department.

The Behavioral Health Fund is recognizing an interfund transfer from the General Fund and budgeting for costs associated with the Involuntary Commitment Program.

**RECOMMENDATION:**

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

Sincerely,

Diane Padilla  
Budget Manager

In the Matter of Providing Authorization  
To Transfer Appropriations Within  
the Fiscal Year 2016-17

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

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

WHEREAS, transfer of appropriations for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund
- . General Fund – Department of Employee Services
- . Behavioral Health Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2016 through June 30, 2017.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**TRANSFER REQUEST**  
**Exhibit A**  
**August 18, 2016**

**GENERAL FUND**

Expenses:

Not Allocated to Organizational Unit

Materials and Services \$ (60,000)

Interfund Transfers 60,000

Contingency (3,000)

Total Expenditures \$ (3,000)

**GENERAL FUND - DEPARTMENT OF EMPLOYEE SERVICES**

Expenses:

Human Resources \$ 3,000

Total Expenditures \$ 3,000

General Fund – Not Allocated to Organizational Unit is transferring from contingency to the Department of Employee Services for travel costs originally budgeted in 2015-16 but expended in the current fiscal year. This fund is also making an interfund transfer to the Behavioral Health Fund to move the payment agreement for the Involuntary Commitment Program to the Behavioral Health Department.

**BEHAVIORAL HEALTH FUND**

Expenses:

Health and Human Services \$ 60,000

Total Expenditures \$ 60,000

Behavioral Health Fund is recognizing an interfund transfer from the General Fund and budgeting for costs associated with the Involuntary Commitment Program.

DRAFT

Approval of Previous Business Meeting Minutes:  
July 21, 2016

(draft minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, July 21, 2016 – 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Tootie Smith  
Housing Authority Commissioner Paul Reynolds

**EXCUSED:** Commissioner Paul Savas  
Commissioner Martha Schrader

### **CALL TO ORDER**

■ Roll Call

Commissioners Savas and Schrader are attending the NACo conference and will not be in attendance today.

■ Pledge of Allegiance

Chair Ludlow 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**

1. Approval to Execute a Memorandum of Understanding between the Housing Authority of Clackamas County and Town Center Greens Limited Partnership by its General Partner Central City Concern for Administering 21 Project Based Vouchers at Town Center Courtyards Apartments
2. Approval to Enter into a Housing Assistance Payment Contract with Town Center Greens Limited Partnership for 21 Project Based Vouchers to Town Center Courtyards Apartments

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Smith: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

### **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – appreciates the new Sunrise Corridor.
2. Shirley Morgan, Welches – speaking on behalf of a group of citizens – presented suggested amendments to the marijuana land use policy. Asked for a meeting with Don Krupp and Mike McCallister.

*~Board Discussion~*



### **III. PUBLIC DISCUSSION ITEM**

#### **Department of Transportation & Development**

1. Discussion Regarding the Proposed Fuel Tax Measure on the November 2016 Ballot  
Barb Cartmill, Department of Transportation & Development presented the staff report with a PowerPoint presentation.

~Board Discussion~

Chair Ludlow announced this is a public discussion item, and stated there are several folks signed up to speak.

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

1. Les Poole, Gladstone – supports this measure.
2. Bill Osbuin, Gladstone – spoke regarding the City IGA's – does not support the measure as written.

~Board Discussion~

3. Thelma Haggemiller, Oak Grove – spoke in support of the measure.
4. Scot Harger, Wilsonville – spoke in support of the measure.

~Board Discussion~

Chair Ludlow stated there is no Board Action on this item. There will be a Public Hearing scheduled Thursday, Aug. 11, 2016 to refer this item to the voters. This will be at 10 AM at the regular schedule Business meeting at 10 AM.

### **IV. CONSENT AGENDA**

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

#### **MOTION:**

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 3-0.

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

1. Approval of a Subrecipient Agreement Amendment (16-025 A. 1) with Todos Juntos for Youth Drug and Alcohol Prevention – Canby, Sandy, Estacada, Molalla – *Children, Youth & Families*
2. Approval of an Amendment to the Subrecipient Agreement with Todos Juntos, Inc. for PreventNet Community Schools (16-014) – *Children, Youth & Families*
3. Approval of an Amendment to the Subrecipient Agreement with Northwest Family Services for Youth Drug and Alcohol prevention - Oregon City, Gladstone, and Milwaukie – *Children, Youth & Families*
4. Approval of an Intergovernmental Agreement with Clackamas Education Service District for Focused Child Care Networks – *Children, Youth & Families*
5. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
6. Approval of Intergovernmental Agreement No. 145025, Amendment #3, with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*

7. Approval of Construction Contract with GT Excavating, LLC for the ADA Ramps and Crosswalk Improvements Project – *Housing & Community Development*
8. Approval of US Department of Housing and Urban Development (HUD) Continuum of Care (CoC) – Planning Grant Agreement – *Housing & Community Development*

**B. Finance Department**

1. Approval of a Contract with Portland Real Estate Solutions LLC (Portland Construction Solutions) for the Building Envelope Replacement at the Emergency Operation Center
2. Approval of an Authorization to Purchase Fourteen Dodge Chargers Police patrol Vehicles from Withnell Motor Company

**C. County Administration**

1. **Board Order No. 2006-72** Authorizing the Sale of County General Obligation Bonds to Replace Obsolete Emergency Radio Communications System

**D. County Counsel**

1. Approval of a Release of Deed Restriction for Property Located in Lake Oswego

**E. Juvenile Department**

1. Approval to Apply for Bureau of Land Management Financial Assistance Opportunity No. L16AS00141 – to Fund Juvenile Offender Work Crews
2. Approval of Amendment No. 1 and 2 with the Intergovernmental Agreement with the State of Oregon for Title IV E Funding

**F. Technology Services**

1. Approval of a Right-of-Way Franchise Agreement between Clackamas Broadband eXchange and the City of Lake Oswego for Use of City Right-of-Way
2. Approval to Enter into a Service Level Agreement between Clackamas Broadband eXchange and Lake Oswego School District for Dark Fiber Network

**G. Tourism & Cultural Affairs**

1. Approval of Amendment No. 3 and Renewal No. 4 to the contract Documents with Borders Perrin Norrander for Tourism Marketing Agency Services - *Finance*

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 7:10 PM**

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



August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order Approving the Service Area Expansion of the  
Cable Television Franchise Agreement with Frontier Communications

<b>Purpose/Outcome</b>	Expand the Service Area allowed under the Franchise Agreement with Frontier Communications operating within the former City of Damascus to ensure continued cable television service.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective August 18, 2016 through December 4, 2023 with Frontier Communications.
<b>Previous Board Action/Review</b>	The franchise with Frontier was approved by the BCC in December 2008.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908

**BACKGROUND:**

Cable television is provided to the citizens of unincorporated Clackamas County in the former City of Damascus by Frontier Communications Northwest Inc. The Franchise Agreement with Frontier Communications Northwest Inc. does not currently allow them to serve the citizens within the former City of Damascus.

With the disincorporation of the City of Damascus it is desirable to expand the Service Areas of the respective cable companies to allow them to continue cable service to these citizens. For this to occur the Franchise Agreement with Frontier Communications Inc. must be amended.

This expansion of the Service Area for the above cable Franchise Agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Board Order for the Service Area Expansion of the Franchise Agreement with Frontier Communications Northwest Inc. through the remainder of the terms of their current Franchise Agreement.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

In the Matter of Approving an  
Expansion of the Cable Television  
Franchise service areas with  
Frontier Communications Northwest Inc.

ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on August 18, 2016 to consider approving an expansion of the cable television franchise with Frontier Communications Northwest Inc.

**WHEREAS**, Frontier Communications Northwest Inc., holds a cable television franchise with Clackamas County. They desire to expand their service area to provide service to areas within the borders of the former City of Damascus after disincorporation effective July 18, 2016 as shown on the attached map (Attachment "A"); and

**WHEREAS**, Frontier Communications Northwest Inc. is unable to provide cable services in unincorporated Clackamas County without a cable television franchise; and,

**WHEREAS**, it is in the public interest to expand the service area to provide cable services to unincorporated Clackamas County which had previously been served within the City of Damascus;

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the franchise service area granted to Frontier Communications Northwest Inc. shall be expanded to include those areas as shown on Attachment "A" within the current borders of the City of Damascus, thus providing uninterrupted cable service to those residents of the City of Damascus after disincorporation effective July 18, 2016. All areas included in this service area expansion will be subject to the rules and regulation of the Franchise Agreement between Clackamas County and Frontier Communications Northwest Inc.

DATED THIS \_\_\_\_\_ DAY OF AUGUST, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
North Clackamas Parks and Recreation District and Clackamas County Service District #1  
for Environmental Laboratory Services

<b>Purpose/Outcomes</b>	Provide laboratory analysis on behalf of the North Clackamas Parks and Recreation District to perform a baseline test for lead in drinking water and ongoing monitoring as needed.
<b>Dollar Amount and Fiscal Impact</b>	Annual expenditure of \$ 3,000.
<b>Funding Source</b>	No County General Funds required.
<b>Duration</b>	Effective upon signature and expires on June 30, 2019.
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. Supports the Operations line of business purpose of providing services so communities can have a properly functioning infrastructure that supports healthy waterways. 2. Supports the County's goal of ensuring safe, healthy and secure communities.
<b>Contact Person</b>	<i>Scott Archer, NCPRD Director, 503-774-4421</i> <i>Kevin Cayson, NCPRD Parks Manager, 503-794-8030</i>
<b>Contract No.</b>	N/A

**BACKGROUND:**

North Clackamas Parks and Recreation District ("NCPRD") requests the approval of an Intergovernmental Agreement ("IGA") with Clackamas County Service District #1 ("CCSD #1").

NCPRD wishes to perform baseline testing and ongoing monitoring of lead in the drinking water of the District's facilities. CCSD #1 will provide laboratory collection and analysis services to the NCPRD with costs based upon time and materials.

CCSD #1 staff assessed the arrangement and determined that it could be accommodated without significant impact on its current regulatory obligations or District operations.

The IGA has been reviewed by County Counsel.

**RECOMMENDATION:**

NCPRD staff recommends the Board of County Commissioners, acting as the Governing Body for North Clackamas Parks and Recreation District, approve the Intergovernmental Agreement with CCSD #1 for Environmental Laboratory Services.

**ATTACHMENT:**

1. IGA between NCPRD and CCSD #1 for Environmental Laboratory Services

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
AND  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **North Clackamas Park and Recreation District** (“NCPRD”), a county service district, and **Clackamas County Service District No. 1** (“District”), a county service district formed under Oregon Revised Statutes 451, for the provision of water quality monitoring services. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by District representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2019 (“Expiration Date”). This Agreement shall automatically renew for one (1) additional three-year period, unless otherwise terminated by the parties pursuant to Section 9 below.
2. **Statement of Work.** The statement of work (the “Work”) is contained in Attachment 1, attached hereto and incorporated by reference into this Agreement. District agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **Consideration.** NCPRD agrees to pay District based upon time and materials for the tasks as referenced in Attachment 1.
4. **Schedule of Performance.** The delivery schedule for the provision of these services is also contained in Attachment 1, attached hereto and incorporated by reference into this Agreement.
5. **Project Site.** The Project site location is provided in Attachment 1.
7. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

North Clackamas Parks and Recreation District

Attn: Kevin Cayson  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-8030

Clackamas County Service District No. 1

Mona LaPierre  
c/o Water Environment Services  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 557-2830

8. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
9. **Payment.**
  - A. Within 45 days of receiving samples from NPCRD, District shall submit an itemized invoice to NPCRD for reimbursement of services performed for analysis, which shall include a description of the project and District contract number and the allocation of costs.
  - B. NPCRD shall pay all invoices within 30 days.
10. **Termination.**
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. NPCRD shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
11. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through their fiscal years. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority.
12. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
13. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
14. **Compliance with Applicable Law.**
  - a. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein.
15. **No Third Party Beneficiary.** The District and NPCRD are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.



16. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
17. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
19. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**Clackamas County Board of County  
Commissioners Acting as the Governing  
Body of North Clackamas Parks and  
Recreation District**

**Clackamas County Board of County  
Commissioners Acting as the Governing  
Body of Clackamas County Service District No. 1**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form:

\_\_\_\_\_  
County Counsel

**ATTACHMENT #1**  
**Clackamas County Service District #1 and North Clackamas Parks and**  
**Recreation District**  
**Drinking Water Monitoring Project**  
**Statement of Work**

**PURPOSE**

The purpose of this attachment (the “Attachment”) is to define the specific responsibilities of the North Clackamas Parks and Recreation District (“NCPRD”) and Clackamas County Service District No. 1 (“District”). NCPRD desires to obtain laboratory services from District in order to perform a baseline and ongoing monitoring for drinking water contaminants as identified in the Clean Water Act (“CWA”).

**PROJECT DESCRIPTION AND LOCATION**

The project (“Project”) involves the analyses of samples from drinking water sites located within facilities and recreational areas in the North Clackamas Parks and Recreation District as identified by NCPRD.

**PROJECT COSTS**

The cost of the Project will be based upon time and materials and established laboratory fees. The fee for FY 16/17 is \$32.64. This data will be captured through the Water Environment Services Time Card and Financial Systems. Rates are adjusted annually and effective July 1.

**RESPONSIBILITIES**

Laboratory Analysis

**NCPRD Shall:**

1. Collect field and drinking water lab samples at the site specified for baseline and ongoing monitoring events.
2. Deliver samples to the lab prior to 3:00 pm on the day of sampling unless there is a prior agreement from the District for an alternate time.
3. Submit payment to the District for NCPRD’s share of the Project cost within 30 days of receipt of invoice from the District and all deliverables as described in the responsibilities above.
4. Provide an updated contact list of NCPRD personnel that are involved with sampling to the District to ensure clear communications.

**District Shall:**

1. Analyze the samples in the lab for analyses as requested on the District’s Chain of Custody form.
2. Provide hard copy results of the laboratory results to NCPRD within 30 days of the date the NCPRD provides the sample.
3. Submit an invoice that itemizes the costs to NCPRD within 60 days of conducting a sampling event.



August 18, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas Community College  
to Promote Health and Fitness Programming

<b>Purpose/Outcomes</b>	Allows NCPRD to partner with Clackamas Community College (CCC) to promote health and fitness programming for our citizens.
<b>Dollar Amount and Fiscal Impact</b>	NCPRD will receive up to \$15,068.
<b>Funding Source</b>	North Clackamas Parks and Recreation District approved budget (Revenue).
<b>Duration</b>	July 1, 2016 to June 30, 2017.
<b>Previous Board Action</b>	Annual agreement renewal/update.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities by providing health and fitness opportunities.
<b>Contact Person</b>	<i>Kandi Ho, NCPRD Aquatic and Recreation Manager, 503-794-8001</i>
<b>Contract No.</b>	N/A

**BACKGROUND:**

The North Clackamas Parks and Recreation District (“NCPRD”) requests the approval of an Intergovernmental Agreement with Clackamas Community College for promotion, planning and delivery of a variety of community health and fitness programs.

This renewal IGA allows NCPRD to partner with Clackamas Community College (“CCC”) for promotion, planning and delivery of a variety of community health and fitness programs. CCC will provide \$15,068 in reimbursement to NCPRD for the reporting of fitness programming in the community that is 41+ total reimbursable FTE. CCC will provide the following per attached agreement:

- Program listings in CCC Catalog
- Payment of \$15,068

This IGA has a maximum contract revenue value of \$15,068. It is an annual agreement renewal that has been successful and mutually beneficial. It is effective retroactively to July 1, 2016 and terminates on June 30, 2017.

This IGA has been reviewed by County Counsel.

**RECOMMENDATION:**

NCPRD staff recommends the Board of County Commissioners, acting as the Governing Body for North Clackamas Parks and Recreation District, approve the Intergovernmental Agreement with CCC for Health and Fitness Programming and authorize Gary Barth, BCS Director, to sign on behalf of NCPRD.

**ATTACHMENT:**

1. IGA between NCPRD and CCC to Promote Health and Fitness Programming

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District



INDEPENDENT CONTRACTORS AGREEMENT  
(WORK TO BE PERFORMED WITH THE ASSISTANCE OF OTHERS)

This agreement is entered into this **1<sup>st</sup> day of July 2016**, by and between Clackamas Community College, hereinafter called the "College", and **\_North Clackamas Parks & Recreation**, hereinafter called the "Contractor".

Whereas the College has need for the professional services of an individual with the particular training, ability, knowledge and experience possessed by the Contractor, now therefore, in consideration of the sum of **\$\_15,068\_** to be paid to the Contractor by the College, the Contractor agrees to perform during the period **July 1, 2016** through **June 30, 2017**, inclusive, the following professional services: **Work closely with the College in planning, promoting, and delivering a variety of community based instructional programs resulting in 41+ total reimbursable FTE. Meet the College's schedule/reporting timelines; follow the College's registration and production procedures.** Payment could be reevaluated based on the Oregon FTE formula. Payments are issued in July 2016 and January 2017. The January payment is issued after an analysis of Summer and Fall FTE. If it is determined the Contractor will exceed or not fulfill the originally anticipated FTE goal, the funding level will be adjusted accordingly and the remaining balance of the funding level will be awarded.

In performing the above services, it is understood and agreed that:

1. The Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
2. The Contractor will follow all federal, state and local laws, regulations and ordinances.
3. The Contractor will comply with FERPA regulations and sign a FERPA non-disclosure agreement.
4. The Contractor will not be eligible for and Federal Social Security, Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
5. The Contractor is not currently employed by Clackamas Community College.
6. Clackamas Community College will report the total amount of all payments to the Contractor in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

It is understood and agreed that the Contractor will be performing as per above contract with the assistance of others. Accordingly, the Contractor agrees to qualify as either a carrier-insured employer or a self-insured employer and further agrees to provide all persons engaged in the performance of the contract until such time as the contract if fully completed.

Additionally, the College may, at any time, require the Contractor to provide proof of required coverage.

The Contractor agrees to indemnify the College for any damages, expenses, costs and disbursements and attorney fees incurred by the College as a result of the Contractor's failure to adhere to the terms of this agreement.

The parties to this agreement understand that a person who files a declaration of status as an independent contractor is not eligible to receive workers' compensation benefits under ORS Chapter 656 in the event of injury or disease unless said person has obtained coverage for such benefits pursuant to ORS 656.128.

The College is subject to the Americans With Disability Act (ADA). By signing this agreement the Contractor represents that the buildings/facilities to be used to provided services, hereunder comply with all requirements and obligations imposed by the ADA. The College prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, genetic information or any other status protected under applicable federal, state or local laws.

**CONTRACTOR'S INVOICE**

**DESCRIPTION:** Community Education Funding Agreement    **ACCT#:** 11-0000-00-10018-64300    **AMOUNT:** \$15,068

**PAYMENT DATES:** July 8, 2016 & January 9, 2017

**COLLEGE**

**CONTRACTOR**

\_\_\_\_\_  
Director of Community Ed & Harmony Campus    Date

North Clackamas Parks & Recreation    93-6002286  
Name    F.I.N./SOC. SEC. NO.  
7300 SE Harmony Rd Milwaukie, OR 97222

\_\_\_\_\_  
Authorizing Signature    Date

\_\_\_\_\_  
Authorizing Signature    Date

To be signed prior to commencement of contracted services. To be mailed or filed with the College within 15 days after commencement of work.



Gregory L. Geist  
Director

August 18, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
North Clackamas Parks and Recreation District and Clackamas County Service District #1  
for Environmental Laboratory Services

<b>Purpose/Outcomes</b>	Provide laboratory analysis on behalf of the North Clackamas Parks and Recreation District to perform a baseline for lead in drinking water and ongoing monitoring as needed.
<b>Dollar Amount and Fiscal Impact</b>	Annual revenue of \$ 3,000.
<b>Funding Source</b>	No Clackamas County Service District #1 funds involved. No County General Funds are impacted.
<b>Duration</b>	Effective upon signature and expires on June 30, 2019
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. Supports the Operations line of business purpose of providing services so communities can have a properly functioning infrastructure that supports healthy waterways. 2. Supports the County's goal of ensuring safe, healthy and secure communities.
<b>Contact Person</b>	Mona LaPierre, Monitoring and Compliance Manager, WES – 503-557-2830
<b>Contract No.</b>	NA

**BACKGROUND:**

Clackamas County Service District #1 (“District”) requests the approval of an Intergovernmental Agreement (“IGA”) with the North Clackamas Parks and Recreation District (“NCPRD”).

NCPRD wishes to perform baseline testing and ongoing monitoring of lead in the drinking water of the District’s facilities. The District will provide the laboratory collection and analysis services to the NCPRD with costs based upon time and materials.

District staff assessed the impact of the arrangement and determined that it could be accommodated without significant impact on our current regulatory and District obligations.

The IGA was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District #1 approve the Intergovernmental Agreement with North Clackamas Parks and Recreation District for Environmental Laboratory Services.

Respectfully submitted,

Greg Geist  
WES Director



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
AND  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **North Clackamas Park and Recreation District** (“NCPRD”), a county service district, and **Clackamas County Service District No. 1** (“District”), a county service district formed under Oregon Revised Statutes 451, for the provision of water quality monitoring services. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by District representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2019 (“Expiration Date”). This Agreement shall automatically renew for one (1) additional three-year period, unless otherwise terminated by the parties pursuant to Section 9 below.
2. **Statement of Work.** The statement of work (the “Work”) is contained in Attachment 1, attached hereto and incorporated by reference into this Agreement. District agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **Consideration.** NCPRD agrees to pay District based upon time and materials for the tasks as referenced in Attachment 1.
4. **Schedule of Performance.** The delivery schedule for the provision of these services is also contained in Attachment 1, attached hereto and incorporated by reference into this Agreement.
5. **Project Site.** The Project site location is provided in Attachment 1.
7. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

North Clackamas Parks and Recreation District

Attn: Kevin Cayson  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-8030

Clackamas County Service District No. 1

Mona LaPierre  
c/o Water Environment Services  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 557-2830

8. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
9. **Payment.**
  - A. Within 45 days of receiving samples from NPCRD, District shall submit an itemized invoice to NPCRD for reimbursement of services performed for analysis, which shall include a description of the project and District contract number and the allocation of costs.
  - B. NPCRD shall pay all invoices within 30 days.
10. **Termination.**
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. NPCRD shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
11. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through their fiscal years. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority.
12. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
13. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
14. **Compliance with Applicable Law.**
  - a. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein.
15. **No Third Party Beneficiary.** The District and NPCRD are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

16. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
17. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
19. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**Clackamas County Board of County  
Commissioners Acting as the Governing  
Body of North Clackamas Parks and  
Recreation District**

**Clackamas County Board of County  
Commissioners Acting as the Governing  
Body of Clackamas County Service District No. 1**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form:

\_\_\_\_\_  
County Counsel



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Otak, Inc. and Clackamas County Service District No. 1  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Service District No. 1 budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li><li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li></ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 3, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Otak, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve the Amendment #1/Renewal #1 with Otak, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Waterways Consulting, Inc. and the Surface Water Management Agency of Clackamas County  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Surface Water Management Agency of Clackamas County budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 22, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Waterways Consulting, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve the Amendment #1/Renewal #1 with Waterways Consulting, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Otak, Inc. and Clackamas County Service District No. 1  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Service District No. 1 budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 3, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Otak, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve the Amendment #1/Renewal #1 with Otak, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Otak, Inc. and the Surface Water Management Agency of Clackamas County  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Surface Water Management Agency of Clackamas County budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 3, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Otak, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve the Amendment #1/Renewal #1 with Otak, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Parametrix, Inc. and Clackamas County Service District No. 1  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Service District No. 1 budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li><li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li></ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 3, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Parametrix, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve the Amendment #1/Renewal #1 with Parametrix, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Parametrix, Inc. and the Surface Water Management Agency of Clackamas County  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Surface Water Management Agency of Clackamas County budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 3, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Parametrix, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 3, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve the Amendment #1/Renewal #1 with Parametrix, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Brown and Caldwell, Inc. and Clackamas County Service District No. 1  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Service District No. 1 budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On July 14, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Brown and Caldwell, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated July 14, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve the Amendment #1/Renewal #1 with Brown and Caldwell, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Brown and Caldwell, Inc. and the Surface Water Management Agency of Clackamas County  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Surface Water Management Agency of Clackamas County budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On July 14, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Brown and Caldwell, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated July 14, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve the Amendment #1/Renewal #1 with Brown and Caldwell, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Service District No. 1 budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 22, 2015, Clackamas County Service District No. 1 ("District") entered into a contract with Herrera Environmental Consultants, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve the Amendment #1/Renewal #1 with Herrera Environmental Consultants, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1/Renewal #1 with  
Herrera Environmental Consultants, Inc. and the Surface Water Management  
Agency of Clackamas County  
for Surface Water On-Call Technical Services - 2015

<b>Purpose/Outcomes</b>	Provide on-call surface water technical services to support the Watershed Protection (Surface Water) Program in engineering services, restoration support, and general program support.
<b>Dollar Amount and Fiscal Impact</b>	Surface Water Management Agency of Clackamas County budgeted funds of \$125,000 for FY 2016-2017, with a contract cumulative total of \$250,000.
<b>Funding Source</b>	Surface Water Management Agency of Clackamas County Operating fund. No County General Funds are involved.
<b>Duration</b>	July 1, 2016 to June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding.</li> <li>2. Supports the County's goal of ensuring safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
<b>Contract No.</b>	NA

**BACKGROUND:**

On June 22, 2015, the Surface Water Management Agency of Clackamas County ("District") entered into a contract with Herrera Environmental Consultants, Inc. to perform on-call surface water technical services to support the Surface Water Program in engineering services, restoration support and general program support.

The Director, on behalf of the District, executed the original contract dated June 22, 2015, which provided \$125,000 in the first year with the option for three potential one-year renewals. The District wishes to amend the contract and utilize the first of the three renewals in order to continue utilizing vendor's expertise in providing surface water program support. Execution of the renewal will provide another \$125,000 for FY 16-17, resulting in a cumulative contract total of \$250,000.

The amendment/renewal was reviewed by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners acting as the Governing Body for the Surface Water Management Agency of Clackamas County approve the Amendment #1/Renewal #1 with Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services – 2015.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Documents between  
Tri-City Service District and Stellar J Corporation  
for the Replacement of Aeration Basin Butterfly Valves Project

<b>Purpose/Outcomes</b>	Replacing the 30-year old aeration basin butterfly valves (that are no longer operable) with new slide gates will significantly improve plant operations and the ability to stay within permit requirements.
<b>Dollar Amount and Fiscal Impact</b>	Funds for construction services are budgeted in the FY 2016-2017 and will be budgeted for FY 2017-2018. This construction agreement is for \$186,700.00.
<b>Funding Source</b>	Tri-City Service District FY 2016-2017 budget and will be in the FY 2017-2018 budget. No General Funds are/will be impacted.
<b>Duration</b>	Completion anticipated September 2018. Final valve installation work must be done during dry summer months.
<b>Previous Board Action</b>	Identified as Capital Outlay in the Fiscal Year budget approved by Board of County Commissioners on June 29, 2016, Resolution #2016-64.
<b>Strategic Plan Alignment</b>	1. This project supports the WES Strategic Plan so customers will continue to benefit from a well-managed utility. 2. This supports the County Strategic Plan by helping to ensure a strong infrastructure and by helping to ensure a safe, healthy community.
<b>Contact Person</b>	Dewayne Kliewer, PE, Project Manager – WES 503-793-7291
<b>Contract No.</b>	P202183

**BACKGROUND:**

The Tri-City WPCP aeration basins were constructed in the mid 1980's. Being submerged in the plant's wastewater stream for the last 30 plus years has resulted in an extensive amount of degradation and corrosion to these two very large butterfly valves. This project will remove these outdated and non-functioning valves and replace them with corrosion-resistant slide gates.

On June 20, 2016, the District, through Purchasing, publicly advertised an Invitation to Bid to provide these construction services. A mandatory prebid on June 27, 2016 was attended by ten

(10) contractors. Bids were publicly opened on July 20, 2016 and the bid received from Stellar J Corporation was determined to be the lowest responsive qualified firm to complete this work for their bid of \$186,700.00. It was also confirmed that Stellar J Corporation is eligible to perform public works projects in the State of Oregon.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, approve the Contract Documents between the Tri-City Service District and Stellar J Corporation for the Replacement of Aeration Basin Butterfly Valves Project.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ agenda by Purchasing.