

# AGENDA

## CLACKAMAS COUNTY BOARD OF COMMISSIONERS Business Meeting Agenda

**Thursday, August 20, 2015 - 10:00 AM**  
**Clackamas County Fairgrounds**  
**694 NE 4<sup>th</sup> Ave., Canby Oregon 97013**

Beginning Board Order No. 2015-89

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

### I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1922: Approval of the Housing Authority's Certification for the Section 8 Management Assessment Program
2. Approval of an On-Demand Flooring Contract between Housing Authority of Clackamas County and A-1 Quality Construction for Removal and Replacement of Flooring in Public Housing Units

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

1. Welcome from Laurie Bothwell, Fair Director
2. Livestock Presentation
3. Dog Services Adoptable Dogs (Mike Bezner and Tamera Moxon, Dog Services)

**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. If you would like to speak, please fill out a blue card and hand it to the Clerk prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

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

1. Approval of an Agency Services Contract with ColumbiaCare Services, Inc. to Provide Mental Health Residential Treatment Services – *Behavioral Health*

2. Approval of an Intergovernmental Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Service for Clackamas County Residents Age 60 and Over – *Social Services*
3. Board Order No. \_\_\_\_\_ Approving the Mental Health Directors Designee to Authorize a Custody Hold Under *ORS 426.233* – *Health Centers*
4. Approval to Apply to Oregon Health Authority for Strategic Prevention Framework Partnership for Success Grant – *Children, Youth & Families*
5. Approval of Amendment No. 2 to a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*

**B. Department of Transportation & Development**

1. Approval of a Contract with Oregon Underground Inc. for the South Ridge Road Embankment Stabilization Project - *Purchasing*

**C. Finance Department**

1. Approval to Purchase Fifteen 2015 V8 Dodge Charger Police Patrol Vehicles
2. Approval of Amendment No. 6 and Renewal No. 3 to the Contract Documents with Earthworks Landscape Service Inc. for Landscape maintenance

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with North Clackamas School District for School Resource Officers for the 2015-2016 School Year - *CCSO*

**V. SERVICE DISTRICT NO. 5 (Street Lighting)**

1. Board Order No. \_\_\_\_\_ Certifying the 2015-2016 Assessment Roll for Clackamas County Service District No. 5

**VI. WATER ENVIRONMENT SERVICES**

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

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 to Provide Work Crew Services
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Surface Water Management Agency of Clackamas County to Provide Work Crew Services

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

COPY

August 20, 2015

Board of County Commissioners of the  
Housing Authority of Clackamas County

Members of the Board:

Resolution No. 1911: Approval of the Housing Authority's Certification for the  
Section 8 Management Assessment Program

<b>Purpose/Outcomes</b>	Resolution No. 1911 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>	HUD
<b>Safety Impact</b>	None
<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 21, 2014
<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 1911 to approve and submit HACC's Section 8 Management Assessment Program Certification (SEMAP).

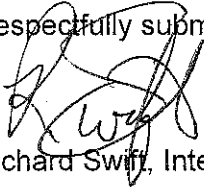
The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well a Housing Authority is administering the Section 8 tenant-based assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority 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 has an opportunity to respond if there are any significant findings by HUD. Last year, HACC was rated a high.

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 1911 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 1911 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,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a circular stamp or seal that is mostly obscured by the ink.

Richard Swift, Interim Director

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

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

RESOLUTION NO. 1911

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 20<sup>th</sup> day of August, 2015.

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

\_\_\_\_\_  
Chair

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

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Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Toni Karter (MM4139) PIC Main

Field Office: OEPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2015

SEMAP

KDHAP

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OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response  Yes  No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response  Yes  No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of

similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

**PHA Response**     Yes     No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

**PHA Response**     At least 98% of units sampled     80 to 97% of units sampled  
 Less than 80% of units sampled

### **3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)**

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

**PHA Response**     At least 90% of files sampled     80 to 89% of files sampled  
 Less than 80% of files sampled

### **4 Utility Allowance Schedule (24 CFR 982.517)**

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

**PHA Response**     Yes     No

### **5 HQS Quality Control (24 CFR 982.405(b))**

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

**PHA Response**     Yes     No

### **6 HQS Enforcement (24 CFR 982.404)**

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

**PHA Response**     At least 98% of cases sampled     Less than 98% of cases sampled

**7 Expanding Housing Opportunities.**

**(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))**

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

**PHA Response**     Yes    No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

**PHA Response**     Yes    No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

**PHA Response**     Yes    No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

**PHA Response**     Yes    No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

**PHA Response**     Yes    No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

**PHA Response**     Yes    No

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Toni Karter (MM4139) PIC Main SEMAP KDHAP Logoff

Assessment Profile Reports Submission

List Summary Certification Profile Comments
Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2015

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name Portland/Vancouver

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR 682 1-BR FMR 793 2-BR FMR 944 3-BR FMR 1391 4-BR FMR 1672
PS 750 PS 872 PS 1038 PS 1530 PS 1839
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If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demollition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

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14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances.(24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

**PHA Response**  Yes  No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**15 Deconcentration Bonus**

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

**PHA Response**  Yes  No

Deconcentration Addendum

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Toni Karter  
(MM4139)  
PIC Main

Assessment Profile | Reports | Submission

List | Summary | Certification | Profile | Comments

Field Office: OEPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2015

SEMAP

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**SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator**

Date 8/12/2015

PHA Name **Clackamas**

Principal Operating Area of PHA

(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.**

1990 Census Poverty Rate of Principal Operating Area

**Criteria to Obtain Deconcentration Indicator Bonus Points**

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1  a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
  - b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
  - c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b).
- Is line c 50% or more? Yes  No

- 2  a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.
  - b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
  - c Number of Section 8 families with children who moved during the last completed PHA FY
  - d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes  No

- 3  **a** Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.
- b** Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- c** Number of Section 8 families with children who moved during the last two completed PHA FYs.
- d** Percent of all Section 8 families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? **Yes**  **No**

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points. See instructions above concerning bonus points for State and regional PHAs.**

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COPY

Richard Swift  
Interim Director

August 20, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an On-Demand Flooring contract between Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for Removal and Replacement of Flooring in Public Housing Units

<b>Purpose/Outcomes</b>	Contract with A-1 Quality Construction to replace flooring throughout HACC Public Housing units.
<b>Dollar Amount and Fiscal Impact</b>	Not to Exceed sum of \$200,000
<b>Funding Source</b>	HUD Federal Capital Grant Funds - No County General Funds are involved.
<b>Safety Impact</b>	Install new flooring in units to prevent trips and falls.
<b>Duration</b>	September 1, 2015 - August 31, 2017
<b>Previous Board Action</b>	Approval of the prior 2-Year On-Demand Flooring contract
<b>Contact Person</b>	Chuck Robbins, Executive Director, 503-650-5666
<b>Contract No.</b>	C028-15

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department, requests the approval of an on demand contract every two years to remove and replace flooring in Public Housing units, as needed. Replacing flooring in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

A-1 Quality Construction was selected through a competitive Request for Proposal process. The scope of work includes full and partial repair and replacement of flooring in Public Housing units. The last 2-year contract resulted in work to 60 different units.

**RECOMMENDATION:**

Staff recommends the approval to of the contract with A-1 Quality Construction. Staff further recommends authorizing Richard Swift, H3S Interim Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Interim Director

**HACC WIDE FLOORING 2015 – PROJECT #15007**  
for the  
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

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**FORM OF CONTRACT**  
**PROJECT #15007**  
**Contract #c028-15**

THIS AGREEMENT made this 13 day of August in the year **2015** by and between A-1 Quality Construction, a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor", and the **Housing Authority of Clackamas County** hereinafter call the "PHA".

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **HACC WIDE FLOORING – 2015 – PROJECT #15007 AT PUBLIC HOUSING**, a prevailing wage project, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price.** The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of two hundred thousand dollars (**\$200,000.00**)

**ARTICLE 3. Contract Documents.** The Contract shall consist of the following component parts:

- a. This Instrument
- b. Bid Documents
- c. General Conditions
- d. Addendum(s)
- e. Special Conditions
- f. Specifications
- g. Scope of Work

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 4. Indemnity.** The CONTRACTOR agrees to indemnify, save harmless and defend the PHA, its officers, commissioners, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

**HACC WIDE FLOORING 2015 – PROJECT #15007**  
for the  
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

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**ARTICLE 5.** No person shall be employed for more than 10 hours in any one day, or 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 described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**ARTICLE 6.** The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

**ARTICLE 7.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

**ARTICLE 8.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

**ARTICLE 9.** The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker's wages per ORS 279C.530; OAR 839-025-0020(2)(d).

**ARTICLE 10.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

**ARTICLE 11.** The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

**ARTICLE 12.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

HACC WIDE FLOORING 2015 – PROJECT #15007  
for the  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three original counterparts as of the day and year first above written.

(This document consists of four sections)

Attest:

**A-1 Quality Construction**

(Contractor)

 8-13-15  
(Authorized Representative's Signature / Date)

**Phillip Coates, Owner**

(Authorized Representative's Name / Title - Print or Type)

**542-23-1285**

(Federal I.D. Number)

**427 Lawton Road, Oregon City, OR 97045**

(Business Address - Street, City, State, Zip)

Attest:

**Housing Authority of Clackamas County**

(Owner)

(Authorized Representative's Signature / Date)

**Richard Swift, Interim H3S Director**

(Authorized Representative's Name / Title - Print or Type)

HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City,  
OR 97045

(Business Address - Street, City, State, Zip)



HACC WIDE FLOORING 2015 – PROJECT #15007  
for the  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

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**CERTIFICATION**

I Phillip Coates  
certify that I am the Owner  
at the corporation named as Contractor herein, that Phillip Coates  
who signed this Contract on behalf of the Contractor, was then Owner  
of said corporation; that said Contract was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

 8-13-15  
\_\_\_\_\_  
(Authorized Representative's Signature / Date)

**Phillip Coates, Owner**  
\_\_\_\_\_

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)

COPY

August 20, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with  
ColumbiaCare Services, Inc.

<b>Purpose/Outcomes</b>	This contractor provides mental health residential treatment services to Clackamas County residents.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$2,240,902.00
<b>Funding Source</b>	Oregon Health Authority 2016-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783 – No County general funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The previous contract was approved by the Board of County Commissioners on June 20, 2013 agenda item 062013-A8
<b>Contact Person</b>	Jill Archer, Director–Behavioral Health Division (503) 742-5336.
<b>Contract No.</b>	7240

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with ColumbiaCare Services, Inc to provide Residential Treatment Services to residents of Clackamas County.

The Behavioral Health Division has contracted with ColumbiaCare Services, Inc. since March 2012 for Residential Treatment services. This contractor was chosen through a competitive bid process.

This contract is effective July 1, 2015 and continues through June 30, 2016. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

**AGENCY SERVICES CONTRACT  
RESIDENTIAL TREATMENT SERVICES**

**Contract # 7240**

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 **COLUMBIA CARE SERVICES, INC.**, hereinafter called "AGENCY."

**CONTRACT**

**1.0 Engagement**

COUNTY hereby engages AGENCY to provide services as described in Exhibit C, 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 commence upon the **July 1, 2015** terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below. This 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. Total contract amount not to exceed **\$2,240,902.00**

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.

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.

## 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 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, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$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 or 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 2013-2015 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 2013-2015 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:

Columbia Care Services, Inc.  
3587 Heathrow Way  
Medford, OR 97504

If to COUNTY:

Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, Suite 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 2015-2016 Rate Chart        |
| Attachment 2 | Invoice Template               |

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

**COLUMBIA CARE SERVICES, INC.**

By:   
\_\_\_\_\_  
Robert Beckett, Executive Director  
5-4-2015

Date \_\_\_\_\_  
3587 Heathrow Way  
Street Address \_\_\_\_\_  
Medford, Oregon 97504  
City/State/Zip \_\_\_\_\_  
(541)858-8170 (541)858-8167  
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, Interim 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 2013-2015 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. Personal Care Services

- A. General Requirements. The services and activities available at the facility will include care and treatment consistent with ORS 443.400 and those services individually specified for the resident in the residential service plan developed as outlined in OAR 309-035-0159. Residents will be encouraged to care for their own needs to the extent possible. All services and activities will be provided in a manner that respects residents' rights, promotes recovery and affords personal dignity.
- B. Services and Activities to Be Available. Services and activities to be available will include but not be limited to:
1. Provision of adequate shelter consistent with OAR 309-035-0125 through 309-035-0140;
  2. At least three meals per day, seven days per week, provided in accordance with OAR 309-035-0170;
  3. Assistance and support, as necessary, to enable residents to meet personal hygiene and clothing needs;
  4. Laundry services, which may include access to washer(s) and dryer(s) so residents can do their own personal laundry;
  5. Housekeeping essential to the health and comfort of residents;
  6. Activities and opportunities for socialization and recreation both within the facility and in the larger community;
  7. Health-related services provided in accordance with OAR 309-035-0175;
  8. Assistance with community navigation and transportation arrangements;
  9. Assistance with money management, where requested by a resident, to include accurate documentation of all funds deposited and withdrawn when funds are held in trust for the resident;
  10. Assistance with acquiring skills to live as independently as possible;
  11. Assistance with accessing other additional services, as needed; and
  12. Any additional services required under contract with the COUNTY.

Stat. Auth.: ORS 409.010; 409.050 & 443.450

Stats. Implemented: ORS 443.400 - 443.460 & 443.991(2)

Hist.: MHD 9-1984(Temp), f. & ef. 12-10-84; MHD 9-1985, f. & ef. 6-7-85; MHD 4-1998, f. 5-21-98, cert. ef. 6-1-98; MHD 4-2005, f. & cert. ef. 4-1-05; MHS 4-2008, f. & cert. ef. 6-12-08

### **3. Rehabilitative Treatment Services**

- A. Services provided will be in accordance with the Assessment and ISSP and medically necessary. These services include but are not limited to:
- (1) Skills Training
  - (2) Case Management
  - (3) ISSP Development
  - (4) LOCUS
  - (5) Assessment
  - (6) Psychiatric Evaluation
  - (7) Medication Management
  - (8) Community Psychiatric Supportive Treatment
  - (9) Activity Therapy
  - (10) Family Therapy
  - (11) Peer Delivered Services
  - (12) Individual Therapy
  - (13) Interpretation or Explanation to Family members or other provider agency supports
  - (14) Group Therapy
  - (15) Medication Training and Support
  - (16) Comprehensive Medication Services

### **4. Facilities**

Alder Creek  
Autumn Ridge  
Bridgestone  
Fieldstone  
Johnson Creek  
Kellogg Creek  
Mossy Meadows

### **5. 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.

### **5. 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.

## **6. 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 C, Scope of Work.

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.

C. Disbursement by COUNTY using Flex Funds. COUNTY will have the right to approve additional payments for services necessary for client care. These additional services will be paid for using flexible State Funds (**not to exceed \$100,000**). All additional payments ***must obtain*** prior approval by COUNTY and be part of the clients care plan.

**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.

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.

- C. 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.
- D. 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:

- Appropriate education and academic degrees;



- Licenses or certificates, as required;
- Relevant work history or qualifications; and
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System.

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:
  - a. Client identification;
  - b. Problem assessment;
  - c. Treatment, training and/or care plan;
  - d. Medical information when appropriate; and
  - e. 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 AGENCY 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.

#### **a. 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 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."

## **12. 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.

### **13. 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).

### **14. 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  
 ATTACHMENT 1  
 Clackamas County Behavioral Health Division  
 FY2016 Rate Chart  
 For ColumbiaCare Services, Inc.**

Location	# of Slots	Type of Payment	Service Element	Rate per month	Total Amount
Alder Creek	6	Service Payment	MHS 28	\$2,456.66	\$176,880
Bridgestone	5	Rent Subsidy	MHS 20	\$372.73	\$22,364
Fieldstone Blanch West	5	Rent Subsidy	MHS 20	\$390.45	\$23,427
		Service Payment	MHS 28	\$4,224.05	\$253,443
		Service Payment	MHS 28	\$229.43	\$2,753
Johnson Creek	8	Rent Subsidy	MHS 20	\$704.05	\$67,589
		Service Payment	MHS 28	\$3,195.10	\$306,730
Kellogg Creek	6	Rent Subsidy	MHS 20	\$285.15	\$20,531
		Service Payment	MHS 28	\$5,329.60	\$383,731.20
Mossy Meadows	2	Rent Subsidy	MHS 20	\$1,097.50	\$26,340.00
		Service Payment	MHS 28	\$25,715	\$308,585
Autumn Ridge	4	Rent Subsidy	MHS 20	\$744.75	\$35,748
		Service Payment	MHS 28	\$10,682.97	\$512,783
				MHS 20	\$195,998.40
				MHS 28	<u>\$1,944,903.60</u>
					\$2,140,902.00



ATTACHMENT 2  
**INVOICE**

Date: \_\_\_\_\_

**ColumbiaCare Services, Inc.**  
3587 Heathrow Way  
Medford, OR 97504  
Phone: (541) 858-8170

Residential Services

**To:** Clackamas County Behavioral Health Division  
Attention: Accounts Payable  
2051 Kaen Road, # 154  
Oregon City, Oregon 97045  
Direct Line: (503) 742-5324  
Fax: (503)742-5312

Submit electronically to:  
[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)

**Contract # 7240**

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

August 20, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

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

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the City of Lake Oswego service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$56,747. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	Federal Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	073114-A2
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7287

**BACKGROUND:**


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

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Lake Oswego/Lake Oswego Adult Community Center showed an interest in providing these services in the Lake Oswego area, so an intergovernmental agreement with the City of Lake Oswego/Lake Oswego Adult Community Center was negotiated. This is the fifth and final renewal under this RFP. Approved by County Counsel June 17, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Interim Director

*Healthy Families. Strong Communities.*

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

www.clackamas.us

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 16-005**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging and  
City of Lake Oswego – Lake Oswego Adult Community Center (Subrecipient).

**Clackamas County Data**

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

**Subrecipient Data**

Finance/Fiscal Representative: <b>Center Director</b> Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us	Program Representative: <b>Center Director</b> Same
DUNS: 06-524-8932	FEIN: 93-6002231

**RECITALS**

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

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

## 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.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the Services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$56,747**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of \$45,858 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
  - b. **Other Funds.** The COUNTY's funding of \$10,889 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc and TriMet.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that 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 under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
  - b. **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.
  - c. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - d. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - e. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - f. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.

- g. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- h. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- i. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- j. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- k. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- m. Lobbying.** The SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352, which prohibits the use of Federal grant funds for litigation against the United States. 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.
- n. 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 Subpart F. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds for fiscal years beginning after 12/26/2014 require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- o. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- p. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- q. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.

- r. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

## 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.  
  
County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for SUBRECIPIENT's subject individuals as requested.
- e. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.



f. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

g. **Confidentiality of Client Information.**

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

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

- a. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200:** All required data elements in accordance with 2 CFR 200.331 are available at <http://www.oregon.gov/dhs/spwpd/pages/sua/info-aaa.aspx> under Fiscal / Budgetary / Contractual section.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code, which is incorporated by reference herein.

- c. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- 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.

### 13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

- ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
    - I. **Required for State of Oregon for non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  - ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
    - i. **Required for State of Oregon for non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - ii. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
  
- iv. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
  - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
    - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
    - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- v. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
  
- vi. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating.

COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

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

SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

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

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

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

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

**City of Lake Oswego –  
Lake Oswego Adult Community Center**

By: \_\_\_\_\_  
Kent Studebaker, Mayor

\_\_\_\_\_  
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, Interim Director  
Department of Human Services

\_\_\_\_\_  
Date

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

#### 1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
- i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact



- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Lake Oswego Adult Community Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

- (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:
    - One person, one-way ride: \$14.00 per ride
  - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
  - (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.
- iii. SUBRECIPIENT will be responsible for:
- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
  - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
  - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
  - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- e. **FOOD SERVICE**- Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- f. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Estacada community to enhance visibility and encourage participation.
- g. **PHYSICAL ACTIVITY AND FALLS PREVENTION** – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.

- h. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS** - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.
- i. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

### 3. **SERVICE OBJECTIVES**

#### a. **Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**b. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1.:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

**Objective 2.:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

**e. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - (1) Recruiting drivers.
  - (2) Submitting criminal checks
  - (3) Ensuring all drivers meet Ride Connection training requirements
  - (4) Scheduling road tests for all drivers.
  - (5) Conducting periodic/seasonal driver safety training.
  - (6) Providing a copy of written procedures for transportation services to each driver.
  - (7) Scheduling vehicle maintenance.
  - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.
- iv. SUBRECIPIENT schedules private auto transportation for medical appointments within the Lake Oswego area.
- v. SUBRECIPIENT coordinates with County Transportation Reaching People program to schedule private auto rides outside of the Lake Oswego area.

**f. Food Service**

**Objective 1.:** To produce and deliver contracted number of meals to specified County sites throughout the contract period.

Elements:

- i. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
  - (1) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
  - (2) The cycle for the cycle menu system must be at least nine weeks long.
  - (3) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
  - (4) Menus should reflect the tastes and appetites of the current elderly population.
  - (5) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - (6) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
  - (7) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
  - (8) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2.:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3.:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4.:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5.:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6.:** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.

- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

**g. MEAL SITE MANAGEMENT**

**Objective 1.:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2.:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3.:** To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone
  - (3) have a physical or mental impairment which prevents proper functioning within society
  - (4) be of a minority group
  - (5) have no significant other(s)

**Objective 4.:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.



- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5.:** To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6.:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

**Objective 7.:** To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and

(2) no means test is used in the collection of contributions or provision of the meal.

#### **h. Physical Activity/Falls Prevention**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules physical activity classes that meet the evidenced-based requirements and include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

#### **i. Preventive Screening, Counseling, and Referrals**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- ii. SUBRECIPIENT contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- iii. SUBRECIPIENT schedules and advertises programs.
- iv. SUBRECIPIENT registers participants for activities, if necessary.
- v. SUBRECIPIENT has staff and/or trained volunteers available on site to coordinate the programs.
- vi. Where appropriate, SUBRECIPIENT keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

#### **j. Caregiver Respite –**

**Objective:** To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

## Exhibit 2

### Transportation Provider Standards

#### A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

#### B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
  - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
3. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of Subrecipient and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed in a risk of harm from the driver.

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## EXHIBIT 3

### Required Federal Terms and Conditions

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

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

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

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

enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that the SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult the COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY testing schedule.
  - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
- a. SUBRECIPIENT shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT



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

11. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- 13. Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 14. Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
  - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when

required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

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

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## EXHIBIT 4

### Sub-recipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

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

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

**5. Ownership of Intellectual Property.**

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

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents,

papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
  - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of

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

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**Exhibit 5**  
**Reporting Requirements**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th of the subsequent month. The COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
- c. Additional financial reports for the administration of this contract, as required by the COUNTY.

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

SUBRECIPIENT shall return to the COUNTY all funds which were expended in violation of this contract.

**2. PROGRAM ACTIVITY REPORTS**

The SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 4. These reports are due with the invoices. The format of these reports shall be designated or approved by the COUNTY, and contain the following:

- a. The SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Service/unit summary with current reporting period figures
- d. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- e. Transportation Report forms A, B, and C
- f. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- g. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of the COUNTY and other applicable audit agencies of the state or federal government, to review the records of the SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by the COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with the COUNTY in any evaluation project or performance report, as designated by the COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

The COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the COUNTY representative in matters related to this contract. The SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6**  
**Budget and Units of Service**

**1. BUDGET**

The COUNTY's payment to the SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in OAA 315(b)(3) no means testing for services eligibility will be conducted and per OAA 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by the SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds from one service category to another without written approval from the COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and 373 (g)(2) of the Older Americans Act for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

**Lake Oswego Adult Community Center**  
Fiscal Year 2015-16

CFDA Number	Service Category	NSIP Funds 93.053 (1)	OAA III B Funds 93.044 (2)	OAA III D Funds 93.043 (3)	OAA III E Funds 93.052 (4)	OAA Match	Other State Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
Case Management			3,426			381				116	3,807	\$29.45
Reassurance			2,231			248				76	2,479	\$29.45
Info. & Assistance			3,922			436				242	4,358	\$16.23
Transportation - OAA III-B			4,687			521			469	937	5,677	\$5.00
Physical Activity/ Falls Prevention				900		0				45	900	\$20.00
Preventative Screening, Counseling, & Referrals				781		0				20	781	\$40.00
Respite Program					5,536	1,846				147	7,382	\$37.65
Trans - Ride Con In Dist						0		10,889	726	1,452	11,615	\$7.50
NSIP Meals		24,375				0				19,500	24,375	\$1.25
<b>TOTALS</b>		\$24,375	\$14,266	\$1,681	\$5,536	\$3,432	\$0	\$10,889	\$1,195		\$61,374	

Source of OAA Match - Staff time

**Total Contract Amount:**           \$56,747

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the SUBRECIPIENT and the COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	116	1 hour of service	55
Reassurance (OAA)	76	1 contact	50
Information and Assistance (OAA)	242	1 response to inquiry and follow up	70
Transportation (OAA)	937	1 one-way ride	80
Physical Activity/ Falls Prevention	45	1 class session	18
Preventative Screening, Counseling, & Referrals	20	1 program/activity	20
Transportation (Ride Connection)	1,356	1 one-way ride	90
Food Service/Meal Site Management (OAA)	19,500	1 meal delivered/served	165

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**EXHIBIT 7**  
**CONGRESSIONAL LOBBYING CERTIFICATE**

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(printed)

Title: \_\_\_\_\_

**EXHIBIT 8  
SUBRECIPIENT PROFILE**

1. City of Lake Oswego/Lake Oswego  
Adult Community Center  
**Legal Name**

2. **IRS/STATE NONPROFIT NUMBER:**  
N/A

505 G Ave.

3. **CHIEF ADMINISTRATIVE OFFICIAL:**

Lake Oswego, OR 97034

Name: Scott Lazenby

City Zip

Title: City Manager

Address: P.O. Box 369

(503) 635-3758

Lake Oswego, OR 97034

Phone Number

Phone: (503)635-0215

4. **TYPE OF AGENCY:** City

5. **TYPE OF PROGRAM:** Senior Center

6. **AGENCY BOARD (LIST MEMBERS):** **ADVISORY BOARD (LIST MEMBERS):**

Acting Board - City Council

Name	Term Expires
Kent Studebaker, Mayor	12/31/16
Karen Bowerman, Council Member	12/31/16
Joe Buck, Council Member	12/31/19
Jeff Gudman, Council Member	12/31/19
Jon Gustafon, Council Member	12/31/16
Jackie Manz, Council Member	12/31/19
Skip O'Neill, Council Member	12/31/16

**7. AGENCY INFORMATION:**

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions		X	Fire Marshal		X
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan		X	County Zone		X
Nondiscrimination Plan		X			
State/Federal Certifications		X			

Current Articles of Incorporation: City Charter – May 15, 1964

8. Types and Amounts of Insurance Held: Commercial General Liability \$4,000,000 per occurrence, \$12,000,000 aggregate; Commercial Automobile \$4,000,000

9. SUBRECIPIENT CERTIFICATION STATEMENT:

I certify that to the best of my knowledge, the information contained in the SUBRECIPIENT Profile is accurate and complete and that I have the legal authority to commit this SUBRECIPIENT to a contractual agreement.

\_\_\_\_\_  
Signature: Kent Studebaker  
Title: Mayor

\_\_\_\_\_  
Date

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## RESPONSE SECTION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

### LAKE OSWEGO ADULT COMMUNITY CENTER PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

#### a. INFORMAL PROCEDURE

When staff\* or volunteers receive a complaint they should:

- i. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

\* If the complainant chooses to go first to the Recreation Department Director, the City Manager or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Recreation Department Director, City Manager or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process.

- ii. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
  - treat the complaint seriously;
  - ask the complainants what action they expect to be taken;
  - involve complainants in the process of devising a solution, if feasible;
  - inform complainants of what action will be taken, or why no action is necessary
- iii. If complainants still are not satisfied, they should be referred to the Center Director. The Director should be advised of this referral. This will allow the Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Adult Community Center policies and procedures, City

of Lake Oswego Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

- iv. If complainants still are not satisfied, the Formal Procedure will be initiated.

**b. FORMAL PROCEDURE**

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Recreation Director. The Recreation Director will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Recreation Department Director. The Recreation Director will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Recreation Director will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Adult Community Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within five (5) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

- 2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority and rural residents age 60 and older:

CRITERIA FOR ASSESSMENT, FAMILY CONSULTATION, I & A,  
AND CASE MONITORING

- Age, i.e., the older the more at risk, 75+ high risk
- Live alone or live with spouse who is also high risk or unable to assist client
- Lack of immediate relatives or support system to assist in care
- Poor health, recent hospitalization
- Low Income
- Immediacy of situation requiring intervention
- No other agency involved in care
- Apparent poor coping skills, i.e., confusion, apparent lack of judgment

CRITERIA FOR TRANSPORTATION

- See above
- Priority to those living independently

- 3. Describe your agency's operating procedures (use space provided only):

- a. Hours of Operation: From 8:00 a.m. to 4:30 p.m. Mon - Fri  
Total hours per day: 8.5 hrs/day Mon-Fri  
Total hours per week: 42.5

**b. Official Closures:**

Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
New Year's Day

**4. Describe the boundaries of the area for which you propose to provide services.**

**BOUNDARIES:**

Lake Oswego area, including Lake Grove.

North – Clackamas County/Multnomah County line, except part of LO that is in Multnomah County;

West – Clackamas County/Washington County line except small area of LO that is in Washington County;

South – Tualatin River to Stafford Rd., North on Stafford to SE Bergin Rd., S. to Crestline Dr., through Skylands to West Linn city limits;

East – Willamette River.

**5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.**

Center Director (0.04 FTE)  
(Supervision of contracted services)

Social Services Coordinator (1 FTE)

Transportation, Nutrition

Driver (0.6 FTE)

Client Services Coordinator (0.8 FTE)

Assessments, Referral,  
Case Monitoring, Respite

**6. Describe your methods for providing information about services.**

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator.

**1. Describe your methods for providing information about services.**

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator

## **GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

RESOLUTION 15-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE OSWEGO, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES, SOCIAL SERVICES DIVISION, FOR FISCAL YEAR 2016.

WHEREAS, the City and Clackamas County have previously entered into intergovernmental agreements whereby the City has provided social services; and

WHEREAS, the City and Clackamas County have entered into an intergovernmental agreement for fiscal year 2015 whereby the City has agreed to provide certain social services in exchange for County funding through the Older Americans Act, and desire to enter into a similar agreement for fiscal year 2016;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Oswego that the Mayor is authorized to execute on behalf of the City of Lake Oswego an Intergovernmental Agreement with the Clackamas County Health, Housing and ~~Human Services~~, Social Services Division for fiscal year 2016, in the form attached as Exhibit A. This Resolution shall be effective upon its adoption by the City Council.

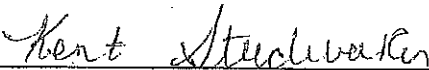
Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 21st day of July, 2015.

AYES: Mayor Studebaker, O'Neill, Gustafson, Manz, Buck, Gudman, Bowerman.

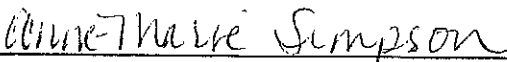
NOES: None.

EXCUSED: None.

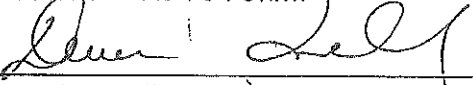
ABSTAIN: None.

  
\_\_\_\_\_  
Kent Studebaker, Mayor

ATTEST:

  
\_\_\_\_\_  
Anne-Marie Simpson, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Powell, City Attorney

COPY

August 20, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Board Order # \_\_\_\_\_ Approval of Mental Health Director's  
Designee to Authorize a Custody Hold Under ORS 426.233

<b>Purpose/Outcomes</b>	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Danielle Sisco, MA with Cascadia Behavioral Health by the CCBH Director as additional designee authorized under ORS 426.233.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	None
<b>Duration</b>	Effective August 20 <sup>th</sup> , 2015 through duration of employment
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
<b>Contract No.</b>	N/A

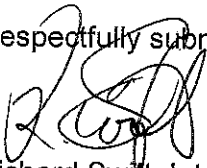
**BACKGROUND:**

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

**RECOMMENDATION:**

Staff recommends the Board approve the Board Order of Danielle Sisco, MA with Cascadia Behavioral Health, as an additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Richard Swift, Interim Director

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

In the Matter of the Designation of  
Danielle Sisco, MA, with Cascadia  
Behavioral Health as a Mental Health  
Director Designee to Direct Peace Officer  
Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Rich Swift, Interim Director of Health, Housing & Human Services Department, has recommended to this Board the approval of, Danielle Sisco, MA, with Cascadia Behavioral Health as an additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of, Danielle Sisco, MA, with Cascadia Behavioral Health as a qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 20<sup>th</sup> day of August, 2015.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



**426.233 Authority of community mental health program director and of other persons; costs of transportation.** (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

COPY

August 20, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply to Oregon Health Authority for  
Strategic Prevention Framework Partnership for Success Grant

<b>Purpose/Outcomes</b>	Children, Youth and Families Division (CYF) of Health, Housing and Human Services is seeking a grant from the Oregon Health Authority whose purpose reinforce the established Drug/Alcohol Prevention Coalition infrastructure to support the identified substance abuse prevention priorities in the County and encourage a working relationship between the State and County to foster change together. The funds must address at least one of the following substance abuse priorities: 1) underage drinking among persons aged 12-20; 2) high-risk drinking among persons aged 12-25; or 3) prescription drug misuse and abuse among persons aged 12-25.
<b>Dollar Amount and Fiscal Impact</b>	CYF is requesting \$125,000 each year for a four year period for a total of \$500,000 for the project. The grant requires the hiring of a dedicated, full-time staff person to coordinate the SPF-PFS initiative. Current CYF Prevention Specialist staff will meet this requirement. Most of the remaining grant funds will be distributed to local non-profits with a minimal amount covering administrative costs. No new county permanent staff will be hired through this grant.
<b>Funding Source</b>	The Funding source for this grant is the Substance Abuse and Mental Health Services Administration (SAMHSA) through the Oregon Health Authority. The grant will be administered by the Clackamas Children, Youth and Families Division. There is no match requirement associated with this grant.
<b>Safety Impact</b>	N/A.
<b>Duration</b>	September 1, 2015 through September 30, 2019.
<b>Previous Board Action</b>	No previous Board action.
<b>Contact Person</b>	Rodney Cook, CYF Director (503)650-5677
<b>Contract No.</b>	N/A

**BACKGROUND:**

Children, Youth and Families Division of Health, Housing and Human Services, is requesting approval to apply for a grant that will total \$500,000 over a four year period. The Oregon Health Authority invited Clackamas Children, Youth & Families Division to apply for this grant due to its working relationship to

*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)

the Clackamas Prevention Coalition and a history of implementing the previous iteration of the Strategic Prevention Framework initiative that resulted in the highly successful Clackamas River Enforcement and Ecology project.

The grant requires the use of the Strategic Prevention Framework (SPF) which is a five step data-driven process to: assess needs; build capacity; engage in a strategic planning process; implement a comprehensive, evidence based prevention approach utilizing evidence based programs, policy or practices; and evaluate implementation and related outcomes.

Intended outcomes for the grant include: 1) Reinforcing established SPF-based prevention infrastructures to support the identified substance abuse prevention priorities in Clackamas County and 2) Encouraging a working relationship between the State and County to foster change together.

**RECOMMENDATION:**

Staff recommends Board approval for CYF to apply for this funding opportunity and authorizes Richard Swift, Interim H3S Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over the typed name below.

Richard Swift, Director

August 20, 2015

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Amendment # 2 to a Grant Agreement from the U.S. Department of Housing and Urban Development, Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing**

<b>Purpose/Outcomes</b>	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
<b>Dollar Amount and Fiscal Impact</b>	Amendment # 2 adds \$49,917 for an amended grant agreement total of \$151,728.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through social Services Division Fund Balance and in-kind services from area providers. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	January 1, 2016 through December 31, 2016
<b>Previous Board Action</b>	The original agreement was approved by the board on October 24, 2013 (102413-A3, amendment # 1 was approved by the board on September 11, 2014 (091114-A1).
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503)655-8641
<b>Contract No.</b>	6329

**BACKGROUND:**

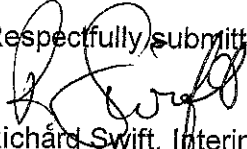
Social Services Division of the Health, Housing & Human Services Department requests the approval of Amendment # 2 to a grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

Amendment # 2 to the grant agreement adds \$49,917; the total amended award is \$151,728. The amendment is effective January 1, 2016 and extends the grant agreement through December 31, 2016. This amendment was reviewed and approved by County Counsel on August 10, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

  
 Richard Swift, Interim Director

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www.clackamas.us

Tax ID Number: 93-6002286  
Original CoC Grant Number: OR0141L0E071201  
CoC Program Grant Number: OR0141L0E071403  
DUNS Number: 096992656

#### SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 01-01-2016 to 12-31-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$49917 for project number OR0141L0E071403. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 43296
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 6000
h. Operating costs	\$ 0
i. HMIS	\$ 0
j. Administration	\$ 621

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



\_\_\_\_\_  
(Signature)

Douglas Carlson, Director  
\_\_\_\_\_  
(Typed Name and Title)

July 15, 2015  
\_\_\_\_\_  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, Interim Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)



M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Oregon Underground, Inc. for the  
South Ridge Road Embankment Stabilization**

<b>Purpose/Outcomes</b>	This contract will provide funding for construction of the South Ridge Road Embankment Stabilization Project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$192,653.00
<b>Funding Source</b>	County Road Fund: \$192,653.00
<b>Safety Impact</b>	This project will stabilize the shoulder and roadway that failed due to a localized landslide.
<b>Duration</b>	Substantial completion 9/28/15; Contract signing through 12/31/15
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Joel Howie, Project Manager – DTD Engineering 503-742-4658

**BACKGROUND:**

South Ridge Road, approximately 0.5 miles north of South Lower Highland Road, experienced a localized landslide that destabilized the shoulder and part of the northbound travel lane. The County temporarily closed the travel lane until a repair approach was developed. DTD Engineering and our geotechnical consultant, Shannon & Wilson, developed a repair scheme for the shoulder and roadway. The stabilization project will require a full closure of South Ridge Road and the project is funded entirely from County Road Funds.

On June 22, 2015, staff advertised the South Ridge Road Embankment Stabilization Project for competitive bids. The County received three bids. The lowest responsive and responsible bidder was Oregon Underground, Inc. with a bid of \$192,653.00. The project is expected to begin at contract signing and be substantially completed by September 28, 2015. The contract will be expire December 31, 2015.

This contract has been reviewed and approved by County Counsel.



**RECOMMENDATION:**

Staff respectfully recommends that the Board approves and signs the contract with Oregon Underground, Inc. for the South Ridge Road Embankment Stabilization Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

Placed on the 8/20/15 agenda by the Purchasing Division.

For information on this issue or copies of attachments  
please contact Joel Howie at (503) 742-4658



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

August 20, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **August 20, 2015** this contract with Oregon Underground Inc for the **South Ridge Road Embankment Stabilization Project** for the Clackamas County DTD Engineering Division. This project was requested by Joel Howie, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Nineteen bid packets were sent out with three bids received: Oregon Underground - \$192,653.00; HP Civil - \$208,596.00; and Babb Construction - \$220,319.92. After review of all bids, Oregon Underground Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$192,653.00. All work is to be substantially completed by September 28, 2015 with a contract completion date of December 31, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under Budget line 215-7433-00-431900 for fiscal year 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



9  
LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

Members of the Board:

Approval to Purchase fifteen (15) 2015 V8 Dodge Charger Police  
Patrol Vehicles from Withnell Motor Company

<b>Purpose/Outcomes</b>	Approval to Purchase fifteen (15) 2015 V8 Dodge Charger Police Patrol Vehicles.
<b>Dollar Amount and Fiscal Impact</b>	The cost for each vehicle is \$ 26,919.00. For a total cost of \$ 403,785.00
<b>Funding Source</b>	Funds for this purchase have been budgeted under Fleet Funds, FY 2015/2016 under line; 770-7521-00-485510.
<b>Safety Impact</b>	None
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	John Stockham @ 503-650-3222
<b>Contract No.</b>	ORCAP #5553

**BACKGROUND:**

The Clackamas County Fleet Department, requests approval to purchase fifteen new 2015 Dodge Charger police patrol vehicles from Withnell Motor Company, utilizing the State of Oregon Cooperative Purchase Program (ORCAP) price agreement #5553.

These vehicles will replace vehicles that have over 120,000 miles on them and are at the end of their useful lives in terms of safety, condition, maintenance costs and replacements are needed.

The cost of one (1) V8 patrol vehicle is \$26,919.00. Total cost of the fifteen (15) units is \$403,785.00. The vehicles will be purchased in lots of five each, during the fiscal year.

Funds for this contract have been budgeted under line 770-7521-00-485510 within the Fleet Department's current FY 15/16 budget. The Contractor was selected based upon the Oregon Cooperative Purchase Program (ORCPP) and is in compliance with LCRB Rule C046-0450 for Interstate Cooperative Procurements and County Purchasing Policies and Procedures.

Recommendation

Staff respectfully recommends that the Board give approval to the Fleet Department, to purchase fifteen new 2015 Dodge Charger police patrol vehicles from Withnell Motor Company, utilizing the Oregon Cooperative Purchase Program (ORCPP) price agreement. Total purchase amount not to exceed \$ 403,785.00.

Respectfully Submitted,

Dan Nenow, C. P. M.  
Purchasing Staff

Placed on the Agenda of August 20, 2015 by the Purchasing Division



Jeff Jorgensen  
Manager

**FACILITIES MANAGEMENT**

**CENTRAL UTILITY PLANT**

1710 Red Soils Court, #200 \ Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #6 -- Renewal #3 to the Contract Documents with  
Earthworks Landscape Service, Inc. for Landscape Maintenance  
Services for Clackamas County Facilities

<b>Purpose/Outcome</b>	One-year renewal to the Contract with Earthworks Landscape Service, Inc., Amended to include two additional facilities.
<b>Dollar Amount and Fiscal Impact</b>	\$379,540.00
<b>Funding Source</b>	Facilities Management Budget Line 744-7544-00-437935 with funds recovered through Cost Allocation.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 through June 30, 2016.
<b>Previous Board Action</b>	The original Contract was approved by the Board of County Commissioners On September 20, 2012, agenda item B.1.
<b>Contact Person</b>	Jeff Jorgensen, Manager, Facilities Management Division, 503-557-6414

**BACKGROUND:**

The contract with Earthworks Landscape Services, Inc. for landscape services for all County facilities expired on June 30, 2015. Earthworks has consented to renew the contact for one-year at the current rates through the end of the 2015-2016 year.

Earthworks familiarity with County facilities as well as their prompt response to emergencies makes the company an important ally to the County. The Amendment will add service to the former Elections Building in Gladstone and the 11th and Main Street Parking Lot.

**RECOMMENDATION:**

Staff recommends the Board approve Amendment #6, Renewal #3 to the Contract documents with Earthworks Landscape Service, Inc.

Respectfully submitted,

Marc Gonzales  
Finance Director

Placed on the Agenda of August 20, 2015 by the Purchasing Division.

DRAFT

Approval of Previous Business Meeting Minutes:

July 30, 2015

(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 30, 2015 – 10:00 AM**

**Public Services Building**

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

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. PRESENTATION**

1. Presentation Regarding Hunger in our Community and Announcing the Results of the 2015 H3S Food Drive

Richard Swift, Health, Housing & Human Services Interim Director presented the staff report.

*~Board Discussion~*

## **II. CITIZEN COMMUNICATION** - NONE

## **III. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

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

1. Approval of an Intergovernmental Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*
2. Approval of an Interagency Agreement with North Clackamas Parks & Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents Age 60 and Over – *Social Services*
3. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and Through its Department of Human Services No. 148058 for Operation of Community Developmental Disability Services for Clackamas County – *Social Services*

4. Board Order No. **2015-84** Approval to Appoint a County Financial Assistance Administrator to Sign on behalf of the Board of County Commissioners for the 2015-2017 Intergovernmental Agreement No. 48058 with the State of Oregon, Department of Human Services for Operation of Community Developmental Disabilities Services for Clackamas County – *Social Services*

**B. Department of Transportation & Development**

1. Approval of a Contract with Cascade Bridge LLC for the Tolbert Street SE 82<sup>nd</sup> Drive to SE Minuteman Way Bridge and Road Construction Project - *Purchasing*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Authorization to Purchase Mobile Data Computers from CDW-Government – *CCSO – Submitted through Purchasing*

**D. County Counsel**

1. Board Order No. **2015-85** In the Matter of Reaffirming Limits for Uninsured/Underinsured Motorist Coverage

**IV. DEVELOPMENT AGENCY**

1. Approval of an Intergovernmental Agreement with North Clackamas School District No. 12 for Design Consulting and Construction Funding of Four Improvement Projects at the Wichita Center for Family and Community

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:51 AM**

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



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 20, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an  
Intergovernmental Agreement with  
North Clackamas School District for School Resource Officers in the 2015-16 School Year

<b>Purpose/Outcome</b>	The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2015-16 school year.
<b>Dollar Amount and Fiscal Impact</b>	The total billable amount under this agreement is \$208,162.00. Law enforcement activities will be billed hourly.
<b>Funding Source</b>	The North Clackamas School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Safety Impact</b>	This agreement provides for the presence of one School Resource Officer at both Clackamas and Rex Putnam High Schools.
<b>Duration</b>	The agreement encompasses the school year beginning September 8, 2015 through June 17, 2016.
<b>Previous Board Action/Review</b>	Approved similar request in prior fiscal years
<b>Contact Person</b>	Shane Strangfield, Lieutenant – Office (503) 785-5081
<b>Contract No.</b>	None

**BACKGROUND:**

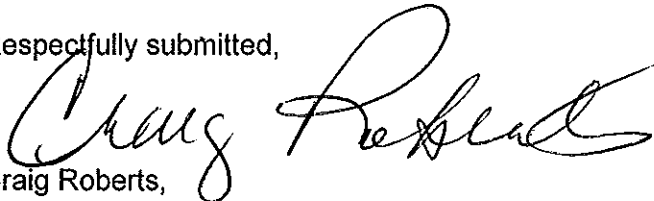
The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2015-16 school year. This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. However, an additional School Resource Officer is added from FY 2014-15. Both Clackamas and Rex Putnam High Schools will be assigned one School Resource Officer.

This contract reimburses the Sheriff's Office for the cost of the Deputies.

**RECOMMENDATION:**

Staff recommends the Board approve and sign this cooperative intergovernmental agreement.

Respectfully submitted,

  
Craig Roberts,  
Sheriff



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND THE  
NORTH CLACKAMAS SCHOOL DISTRICT  
FOR  
SCHOOL RESOURCE OFFICER**

**I. Purpose**

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the North Clackamas School District (NCSD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to NCSD, two Deputy Sheriffs to act as School Resource Officers as described herein.

**II. Scope of Service**

- A. The COUNTY agrees to provide two Deputy Sheriffs beginning September 8, 2015 through June 17, 2016 to serve as a School Resource Officer (SRO). The scope of service is detailed in this Agreement and in "Attachment A" incorporated herein.
- B. NCSD agrees at their expense to provide the COUNTY office space and equipment at Rex Putnam and Clackamas High Schools where the SRO will be assigned.

**III. Personnel**

- A. The COUNTY agrees to provide two Deputy Sheriffs on a full-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for NCSD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.
- C.

**IV. Compensation**

NCSD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill NCSD quarterly. NCSD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

**V. Liaison Responsibility**

A Clackamas County Patrol Division Lieutenant will act as liaison for the Sheriff on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The North Clackamas School District Superintendent or a designee will act as liaison for NCSD.

**VI. Liability**

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless NCSD, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, NCSD shall indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of NCSD personnel acting pursuant to this agreement.

**VII. Insurance**

NCSD agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage 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 in any way related to this contract. The general aggregate shall apply separately. The insurance shall include the COUNTY as an additional insured. The COUNTY, at its option, may require a complete copy of the above policy. This policy shall be primary insurance as respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it. NCSD's program of self-insurance shall meet requirements under this section.

**VIII. Debt Limitation**

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

**IX. Termination – Amendment**

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the parties.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

**X. Term of Agreement**

This agreement is for services beginning September 8, 2015 through June 17, 2016, and becomes effective upon the signatures of both parties.

*Signature page follows*

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

BOARD OF CLACKAMAS COUNTY

NORTH CLACKAMAS SCHOOL DISTRICT

\_\_\_\_\_  
John Ludlow,  
Chair, Clackamas County Board  
Date:

C. [Signature]

\_\_\_\_\_  
Recording Secretary  
Date:

7/6/15  
Date:

Craig Roberts  
Sheriff Craig Roberts  
Date:

[Signature]  
Approved as to form County Counsel

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND THE  
NORTH CLACKAMAS SCHOOL DISTRICT  
FOR  
SCHOOL RESOURCE OFFICER**

**“ATTACHMENT A”**

**SCOPE OF WORK / SCHOOL RESOURCE OFFICERS**

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

**Salary formula per Deputy Sheriff:**

\$77.29 (hourly rate) X 10 hours per day X 145 school days= \$112,070.50  
(This is a 7.6% hourly rate increase over the 2014-2015 school year.)

Cost: 1 Deputy Sheriff position @ Clackamas High School / 145 days:	<u>\$104,081.00</u>
1 Deputy Sheriff position @ Rex Putnam High School / 145 days:	<u>\$104,081.00</u>
<b>Total:</b>	<b>\$208,162.00</b>

(Costs to be reconciled by actual hours worked.)

# CERTIFICATE OF COVERAGE

DATE  
7/23/2015

<b>AGENT</b> Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210  www.bbnw.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.
<b>NAMED PARTICIPANT</b> North Clackamas School District 12451 SE Fuller Rd Milwaukie OR 97222-4799	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Property and Casualty Coverage for Education COMPANY B: Genesis Insurance Company COMPANY C: COMPANY D: COMPANY E:

**COVERAGES**

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

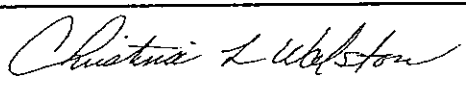
CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	30P6001234	7/1/2015	7/1/2016	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 500,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
	✓ OCCURRENCE					
A	<b>AUTOMOBILE LIABILITY</b>	30P6001234	7/1/2015	7/1/2016	GENERAL AGGREGATE	\$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE	\$ 500,000
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
A	<b>AUTO PHYSICAL DAMAGE</b>	30P6001234	7/1/2015	7/1/2016	SCHEDULED AUTOS	PER SCHEDULE
	✓ SCHEDULED AUTOS					
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
B	<b>EXCESS LIABILITY</b>	30P6001234	7/1/2015	7/1/2016	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 9,500,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
	✓ AUTO LIABILITY					
	<b>PROPERTY</b>					

**DESCRIPTION**  
 RE: Operations of the Named Insured as respects IGA for School Resource Officer  
 PACE General Liability Coverage Document Attached.  
 Subject to policy terms, conditions and exclusions.

CERTIFICATE TYPE       EVIDENCE OF INSURANCE CERTIFICATE       ADDITIONAL PARTICIPANT CERTIFICATE

**CERTIFICATE HOLDER**

**CANCELLATION**

Clackamas County Sheriff's Office 2223 Kaen Rd. Oregon City OR 97045	SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PACE WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  Christina Walston
--	---

**Applicable Coverage Document Definitions:**

The following definitions are provided solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate, for complete details on the terms, conditions and exclusions of applicable Coverage Documents please refer to the PACE Liability Coverage Document.

**Participant means:**

1. The Named Participant and each of the following while acting within the course and scope of their duties as such:

- a. Members of the Board;
- b. Executive Officers;
- c. Employees;
- d. Volunteers and Agents;
- e. Registered Students whose course study includes on-the-job training, but only while acting under directions and within the scope of their activities performed while in training;
- f. Student Organizations, Parent Teacher Organizations, Booster Clubs and Foundations under the jurisdiction and supervision of the governing board; and
- g. Any person, entity or any organization the Named Participant is required by an Insured Contract to include as a Participant. This coverage will be limited to the extent of coverage and Limits of Liability required by the Insured Contract and will not increase the limits stated in SECTION V. – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this Coverage Document. The Insured Contract must be effective and executed prior to a covered Occurrence or Wrongful Act. In no event shall coverage under this Coverage Document extend to any party for any Claim however or whenever asserted, arising out of such party's sole negligence. (1) The term "Additional Insured" if used in an Insured Contract shall be understood to mean the same as Additional Participant.

2. With respect to:

Mobile Equipment or any Auto, any person is a Participant while driving such Auto or Mobile Equipment with a Named Participant's permission. Any person, entity, or organization responsible for the conduct of such person is also a Participant, but only with respect to Bodily Injury or Property Damage arising out of the operation of the Auto or Mobile Equipment. However, the owner or anyone else from whom a Named Participant hires or borrows an Auto is a Participant only if that Auto is a trailer connected to an Auto a Named Participant owns. However, no person, entity, or organization is a Participant under this paragraph 2. with respect to:

- a. Property Damage to property owned by a Named Participant or the employer of any person who is a Participant under this provision;
- b. Any Auto a Named Participant hires or borrows from one of a Named Participant's Employees, volunteers or members of their households, if they are the owner of such Auto, unless acting within the scope of their duties on a Named Participant's behalf;
- c. Any Auto being used by a person employed in the business of selling, servicing, repairing, or parking Autos unless they are a Named Participant's Employees; or
- d. The movement of property to or from an Auto except a Named Participant, a Named Participant's Employees, lessees or borrowers of such Auto, and any employee of the lessees or borrowers.

**Insured Contract means:**

1. A legally enforceable contract that includes one or all of the following:

- a. A lease of premises as it relates to tort liabilities assumed by the Named Participant arising out of the lease, such assumption occurring in writing prior to the date of Occurrence;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a Public Body;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Participant's operations (including an indemnification of a Public Body in connection with work performed by or for a Public Body) under which the Named Participant assume the tort liability of another person or entity to pay for Bodily Injury, Property Damage or Personal Injury to a third person or organization, provided the Bodily Injury, Property Damage or Personal Injury occurs subsequent to the execution of the contract or agreement; and
- g. Contracts for services with Public Bodies.

2. An Insured Contract does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor acting as an independent contractor for injury or Damages arising out of professional errors or omissions;
- b. That indemnifies any person or organization for Damages by fire to premises rented or loaned to the Participant; and
- c. That involve the purchase or sale of real property or personal property.



COPY 13  
M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

August 20, 2015

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order Certifying the 2015-2016 Assessment Roll for  
Clackamas County Service District No. 5

<b>Purpose/Outcomes</b>	Approval of this Board Order will certify the Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County for FY 2015-2016.
<b>Dollar Amount and Fiscal Impact</b>	\$2,047,570.63
<b>Funding Source</b>	Direct Assessment: The cost of street lighting within CCSD#5 is paid by directly assessing those properties annexed to the street lighting district.
<b>Safety Impact</b>	Improved visibility for the traveling public.
<b>Duration</b>	Annual Assessment
<b>Previous Board Contact</b>	Budget Adoption Meeting June 25, 2015
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

The Board Order has been reviewed and approved as to form by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,047,570.63 on the 2015-2016 tax roll.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD  
P. 503.742.4400 | F. 503.742.4272 | WWW.CLACKAMAS.US

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

In the Matter of Certifying an Assessment  
Roll for Property Assessed for Street  
Light Service in Clackamas County  
Service District No. 5 for Fiscal Year  
2015-2016



ORDER NO.  
page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2015-71, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5; now therefore

IT IS HEREBY ORDERED that the benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll; and

IT IS FURTHER ORDERED that the Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$2,047,570.63 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2015-2016 fiscal year. The following allocation and categorization subject to the limits of section 11b. Article XI of the Oregon Constitution make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
General Fund	\$2,047,570.63	\$ 0.00
Total	\$2,047,570.63	\$ 0.00

IT IS FURTHER ORDERED that the assessments collected in the amount of \$2,047,570.63 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

ADOPTED this \_\_\_\_\_ day of August, 2015.

BOARD OF COUNTY COMMISSIONERS  
Acting as the Governing Body of Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

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



14 + 15



Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Gregory L. Geist  
Director

August 20, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and Clackamas County Service District #1 and  
Surface Water Management Agency of Clackamas County to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Clackamas County Service District #1 and the Surface Water Management Agency of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The Districts will pay up to \$50,000 annually for services.
<b>Funding Source</b>	Clackamas County Service District #1 and Surface Water Management Agency of Clackamas County.
<b>Safety Impact</b>	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
<b>Duration</b>	Effective August 13, 2015 and terminates June 30, 2016, with the option to renew for two (2) additional one (1) year terms.
<b>Previous Board Action/Review</b>	Annual renewal. Approved by the Board under Community Corrections at the June 4, 2015 Business Meeting.
<b>Contact Person</b>	Ron Wierenga, WES Surface Water Manager (503) 742-4581

**BACKGROUND:** Clackamas County Community Corrections provides supervised offender work crews for stormwater facility and general maintenance for properties under the control of Clackamas County Service District #1 and the Surface Water Management Agency of Clackamas County. Crews consist of a minimum of four offenders for generally six hours per day to perform vegetation removal and trash cleanup. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is August 13, 2015 to June 30, 2016, with the option to renew for two (2) additional one (1) year terms.

**RECOMMENDATION:** WES staff respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement.

Respectfully submitted,

Greg Geist  
Director, Water Environment Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY THROUGH THE  
COMMUNITY CORRECTIONS DEPARTMENT  
AND  
CLACKAMAS COUNTY SERVICE DISTRICT #1  
AND SURFACE WATER MANAGEMENT AGENCY  
OF CLACKAMAS COUNTY**

I. Purpose

This intergovernmental agreement (the "Agreement") is entered into between Clackamas County ("COUNTY") by and through its Community Corrections Department, herein referred to as Corrections, and Clackamas County Service District #1, and Surface Water Management Agency of Clackamas County, herein referred to collectively as ("DISTRICTS"), for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing supervised Corrections Work Crews to perform general labor at sites under the control of DISTRICTS.

II. Scope of Work and Cooperation:

A. Districts agree to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule.

B. Corrections agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a Work Crew consisting of a minimum of four (4) probation clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew is a minimum of twenty-four (24) labor hours.
3. Provide all basic tools to perform work. DISTRICTS will provide special tools if required.

III. Compensation

DISTRICTS agree to pay \$400.00 per Work Crew for each day of services, up to an amount not to exceed of Fifty Thousand and 00/100 Dollars (\$50,000.00). Payments shall be made on the basis of requests for payment submitted as follows:

- A. Corrections will bill DISTRICTS within the first week following the last working day of each calendar month in which work is performed.
- B. DISTRICTS agree to pay Corrections within 30 days of the receipt of Corrections invoice.

IV. Liaison Responsibility

Andy Robins, Field Operations Supervisor, or his designee will act as liaison from the DISTRICTS for this project. DISTRICTS may make requests for Work Crew services through the Corrections Community Service Office.

V. Special Requirements

- A. Hazardous Materials. No Work Crew provided under this Agreement shall be required to clean up any work site when known or suspected hazardous materials are present.
- B. Conformance to Laws. COUNTY and DISTRICTS agree to comply with all applicable local, state, and federal laws and regulations. Specifically, as applicable, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. DISTRICTS agree to indemnify, save harmless and defend the 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 or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of DISTRICTS or its employees. COUNTY agrees to indemnify, save harmless, and defend DISTRICTS, 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 or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of COUNTY or its employees subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- D. Insurance. COUNTY and DISTRICTS agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this

Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this Agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self insurance shall meet the obligations of this paragraph.

- E. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such reports and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement, provided that any records and documents that are subject to audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Access to Records. The COUNTY shall have access to the books, documents, papers, and records of DISTRICTS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article, XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement

This Agreement becomes effective upon completion of signatures below, is scheduled to terminate June 30, 2016 but may be renewed for two (2) additional one (1) year agreements upon written approval by both parties.

This Agreement is subject to termination by either of the parties when thirty (30) days written notice has been provided.

*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:**

\_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1:**

\_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Date

**SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY:**

\_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Date