

AGENDA

Thursday August 13, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-89

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

A. Health, Housing & Human Services

1. Approval of a Grant Agreement with the US Department of Housing and Urban Development, Continuum of Care Program, for Continuum of Care Planning – *Housing & Community Development*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Residential Treatment Services – *Behavioral Health*
3. Approval of a Professional Services Agreement with Oregon Family Support Network for Family Partners – *Behavioral Health*
4. Approval of an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Resource Division Funds – *Social Services*
5. Approval of Revenue Agreement No. 16-0811 with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) to Provided Match Funding for Medicaid Non-Medical Rides Provided by the Clackamas County Transportation Consortium – *Social Services*

B. Elected Officials

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

III. COUNTY ADMINISTRATOR UPDATE

IV. COMMISSIONERS COMMUNICATION

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

August 13, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Grant Agreement with the U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC), for Continuum of Care Planning

Purpose/Outcomes	Approval of grant agreement with the US Department of Housing and Urban Development (HUD) for Continuum of Care Planning, which funds the administrative requirements of receiving over \$1.6 million dollars of funds to serve families and individuals who are homeless.
Dollar Amount and Fiscal Impact	The grant award is for \$20,986 for a one-year period. Housing and Community Development has been receiving funding for CoC Planning since 2013. The grant requires a 25% match or in-kind contribution, which is met with Community Development Block Grant (CDBG) funds, totaling \$5,247. No County General Funds are involved.
Funding Source	HUD
Safety Impact	None
Duration	September 1, 2015 – August 31, 2016
Previous Board Action	Approval to apply for this grant was granted in October, 2014, board item 101614-A3
Contact Person	Margie James, Program Planner, x5663
Contract No.	6960

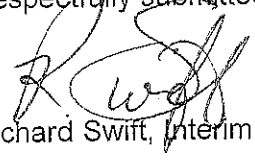
BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Humans Services Department requests the approval of a Grant Agreement with the U.S. Department of Housing and Urban Development (HUD) for the Continuum of Care Program. The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to receive HUD funding for homeless services, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually reapplying for funding in the Continuum of Care competition, organizing a board, or Steering Committee, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless in the jurisdiction, evaluating project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis. The Continuum of Care Planning grant provides much needed financial support to ensure these requirements are met and homeless assistance funding of over \$1.6 million dollars can continue to serve families and individuals who are homeless in Clackamas County.

RECOMMENDATION:

We recommend the approval of this grant agreement and that Richard Swift, Interim Director of Health, Housing and Human Services is authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint circular stamp or watermark.

Richard Swift, Interim Director



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0200L0E071400
DUNS No.: 096992656

FY 2014 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program regulation (the “Regulation”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work Exhibit for the FY 2014 CoC Program Competition is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient’s final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
 - a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

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 28, 2015

(Date)

RECIPIENT

Clackamas County

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Interim Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID Number: 93-6002286
CoC Program Grant Number: OR0200L0E071400
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 3., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. 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 \$20986 for project number OR0200L0E071400. 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	\$ 20986
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. HMIS	\$ 0
j. Administration	\$ 0

4. 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.
5. 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.

August 13, 2014

Board of Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcomes	This contractor provides mental health residential treatment services to Clackamas County residents.
Dollar Amount and Fiscal Impact	\$781,619.20.
Funding Source	Oregon Health Authority 2015-2015 CMHP Agreement # 147783 - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates June 30, 2016
Previous Board Action	The previous contract was approved by the Board of County Commissioners on June 27, 2013, agenda item 062713-A3
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	7202

BACKGROUND:

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

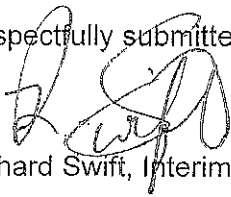
Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective July 1, 2015 and continues through June 30, 2016. County Counsel has reviewed and approved this contract 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

This Agency Services Contract for Residential Treatment Services is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CASCADIA BEHAVIORAL HEALTHCARE**, hereinafter called "AGENCY."

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 CONTRACT 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 CONTRACT shall commence upon the **July 1, 2015** terminate **June 31, 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.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this CONTRACT, 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 CONTRACT 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 CONTRACT.

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

4.3 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 CONTRACT.

5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH/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 CONTRACT.

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

5.2 Insurance. During the term of this CONTRACT, 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 CONTRACT, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this CONTRACT. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute 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 CONTRACT, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

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

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

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

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

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

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

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

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

5.3 Controlling State Law. This CONTRACT shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this CONTRACT 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 CONTRACT shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

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

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

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

5.9 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 CONTRACT:

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 CONTRACT.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in performance of this CONTRACT.
- c. Not permit any lien or claim to be filed or prosecuted against 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 CONTRACT as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this CONTRACT.

5.9.3 AGENCY shall pay employees at least time and a half for all overtime work performed under this CONTRACT 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 CONTRACT for the purpose of providing or paying for such services.

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

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

6.0 Termination

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

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

6.2.1 The terms of the 2013-2015 Community Mental Health Provider (CMHP) Intergovernmental CONTRACT 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 CONTRACT or are no longer eligible for the funding authorized by this CONTRACT.

6.2.2 The termination, suspension or expiration of the 2013-2015 Community Mental Health Provider (CMHP) Intergovernmental CONTRACT 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 CONTRACT 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 CONTRACT.

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

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

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

7.0 Notices

If to AGENCY:

Cascadia Behavioral Healthcare
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, Suite 367
Oregon City, OR 97045

This CONTRACT 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

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

CASCADIA BEHAVIORAL HEALTHCARE

By: _____
Derald Walker, CEO/President

Date
847 NE 19th – Suite 100 / PO Box 8459

Street Address / Mailing Address
Portland, OR 97207 / Portland, OR 97207

City/State/Zip
(503)238-0769 (509)963-7711

Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Interim Director
Health, Housing and Human Services

Date

EXHIBIT A DEFINITIONS

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

"CONTRACT": This Residential Treatment Services CONTRACT 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 CONTRACT

"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 CONTRACT": the 2013-2015 Intergovernmental CONTRACT 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 CONTRACT.

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 CONTRACT.

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

Leland
Pearl
Portland Avenue

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.

6. 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.

7. 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 CONTRACT are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this CONTRACT 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 CONTRACT. 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 CONTRACT 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 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 CONTRACT.
- (5) Payment for mental health treatment services will be made by the Oregon Health Authority. This will be processed through a MMIS Prior Authorization for all services managed by HK billing. All other treatment service not included in HK billing will be paid by COUNTY. These include and are not limited to: case management, LOCUS assessment, ISSP development, Peer Wellness/Advocacy services and Psychiatric Evaluation.

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. 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 \$25,000**). 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 CONTRACT

AGENCY acknowledges that this CONTRACT between COUNTY and AGENCY is subject to the underlying Intergovernmental CONTRACT 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 CONTRACT 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 CONTRACT.

- A. Licenses and Certifications. By signing this CONTRACT, 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 CONTRACT 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 CONTRACT are fully aware of and in compliance with the terms and conditions of this CONTRACT.
- D. Provider Appeal Process. AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Intergovernmental CONTRACT as they apply to this CONTRACT. 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 CONTRACT. 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 CONTRACT 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 CONTRACT. The list shall be submitted to COUNTY within thirty (30) days of the effective date of this CONTRACT 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 CONTRACT.

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 CONTRACT, 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 CONTRACT, 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 CONTRACT or applicable law, following the termination or expiration of this CONTRACT. 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 CONTRACT. 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 CONTRACT were expended.
- (4) Client Records. AGENCY shall create and maintain a record for each client who receives residential treatment services under this CONTRACT. The client record must contain, at a minimum, the following information:
 - i. Client identification;
 - ii. Problem assessment;
 - iii. Treatment, training and/or care plan;
 - iv. Medical information when appropriate; and
 - v. Progress notes including current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules and service termination summary.

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

- (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 CONTRACT available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this CONTRACT. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this CONTRACT to ensure appropriate expenditure of funds under this CONTRACT. 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 CONTRACT. 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

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

B. Reporting of Critical Incidents

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

C. Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this CONTRACT. 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 CONTRACT to COUNTY and the Oregon Health Authority when a service is delivered under this CONTRACT.

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. CONTRACT Compliance Monitoring

COUNTY shall conduct compliance and quality assurance monitoring related to this CONTRACT. 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 CONTRACT. 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 CONTRACT.

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 CONTRACT, 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 CONTRACT 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 CONTRACT, 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 CONTRACT 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 CONTRACT, 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 CONTRACT with information about its drug-free workplace program.

6. Clinical Laboratory Improvement Amendments

All laboratory testing sites providing services under this CONTRACT 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 CONTRACT, 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 CONTRACT, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative CONTRACT.
- 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 CONTRACT, 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 CONTRACT. 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 CONTRACT. 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 CONTRACT
 ATTACHMENT 1
 Clackamas County Behavioral Health Division
 Rate Chart Consolidated by Provider Report
 For Cascadia Behavioral Healthcare**

Location	# of Slots	Type of Payment	Service Element	Rate per month	Total Amount
Pearl	12	Service Payment	MHS 28	\$1,788.15	\$257,494
Leland	10	Rent Subsidy	MHS 28	\$2,571.94	\$308,633
Portland Ave	4	Rent Subsidy	MHS 20	\$240.50	\$11,544
	4	Service Payment	MHS 28	\$3,728.10	\$178,949
				MHS 20	\$11,544.00
				MHS 28	<u>\$745,075.20</u>
					\$756,619.20

COPY

Richard Swift
 Interim Director

August 13, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with Oregon Family Support Network for Family Partners

Purpose/Outcomes	This contractor provides Family Partners to Clackamas County residents to assist families and/or caregivers with one-on-one family-driven planning and work as an advocate within the Behavioral Health Division Child and Family Team.
Dollar Amount and Fiscal Impact	Contract value is \$160,598.00
Funding Source	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783 – No County general funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016.
Previous Board Action	The previous contract was approved by the Board of County Commissioners on June 26, 2014, agenda item 062614-A39.
Contact Person	Jill Archer, Director–Behavioral Health Division – (503) 742-5336
Contract No.	7275

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with Oregon Family Support Network (OFSN) to provide peer services. This contractor was chosen through a competitive bid process.

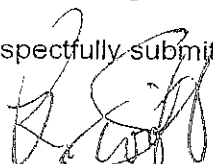
OFSN provides Family Partners to assist families and caregivers with one-on-one family-driven planning. Family Partners work as an advocate providing support with various agencies, i.e. child welfare, corrections, the juvenile system, addictions systems. The Behavioral Health Division has partnered with OFSN for peer services since 2011. This contract is a continuation of these services.

The contract maximum value is \$160,598. This contract is effective July 1, 2015 and continues through June 30, 2016. This contract has been reviewed 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

PROFESSIONAL SERVICES AGREEMENT

CONTRACT # 7275

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **OREGON FAMILY SUPPORT NETWORK**, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide peer services as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2015** and shall terminate **June 20, 2016** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$164,311**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. Invoices shall reflect actual cost of services and include an expenditure report. CONTRACTOR may use the invoice template provided in Attachment 1. The invoice shall include the contract # **7275**, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

alinfoot@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name and contract # **7275** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR 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 CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records 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 CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR 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. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

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

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR 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 CONTRACTOR.

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

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR 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 CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority 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 CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR'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, CONTRACTOR 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

CONTRACTOR shall obtain, at CONTRACTOR'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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR'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 \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

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 it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its 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 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.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

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

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

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

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 CONTRACTOR 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 for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

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

5.8.2 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 provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR 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 CONTRACTOR 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.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR 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 CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR 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 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR 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 thirty (30) business days notice, in writing and delivered by certified mail or in person.

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

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

b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.

c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 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. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Oregon Family Support Network
1300 Broadway St. N.E., Suite 403
Salem, OR 97301

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, Suite 154
Oregon City, OR 97045

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

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
Attachment 1	FY 16 Budget
Attachment 2	Invoice Template

EXHIBIT A
BACKGROUND AND DEFINITIONS

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

Family Support Services include system navigation, advocacy, and other support activities provided by a person who has had similar lived experience raising a child who has received mental health services. The services provided have been designed by family members for family members.

The supports provided are defined by the person or family member asking for support. The individual/family member defines their interests and goals and sets tasks to achieve those goals. The peer/family partner provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual and family.

EXHIBIT B
SCOPES OF SERVICES

CONTRACTOR agrees to perform the following activities under the terms of this agreement.

1. Provide 1.0 FTE Family Navigator
 - a) Develop, assist, attend and/or participate in supportive services for parents/caregivers navigating Emergency Department services;
 - b) Provide system navigation services and supports;
 - c) Maintain local resource information for families to access independently;
 - d) Support the development and connection of families to natural supports within their community;
 - e) Assist in addressing other issues as identified by the family;
 - f) Work in collaboration with other child serving partners
 - i) Catholic Community Services;
 - ii) Providence Willamette Falls Hospital; and
 - iii) Clackamas County Behavioral Health Division
 - g) Participate in staff/team meetings as needed
2. CONTRACTOR will participate in planning, staff, advisory, and system collaboration meetings as requested by the COUNTY.

EXHIBIT C
STANDARDS OF WORK

1. CONTRACTOR agrees to work in conjunction with Clackamas County Behavioral Health Division to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination;
2. Family Navigator will use a whole health approach not only addressing issues of mental health and/or addiction, but spiritual and physical health as requested by the family;
3. Communicate effectively with family members, health care team members, community supporters, peer partners, and others in order to develop respect and trust, facilitate collaboration, and progress towards goals using a strengths-based approach;
4. Family Navigator will use shared life experience with families served to positively engage with families, provide support and advocate for their needs, providing a positive perspective, modeling effective communication and demonstrating a positive advocacy role; and
5. CONTRACTOR must provide background checks for the Family Navigator through the state's Background Check Unit (BCU).

**EXHIBIT D
REPORTING REQUIREMENTS**

Reports shall be submitted every three (3) months and invoices shall be submitted monthly. Reports and invoices shall be submitted to the COUNTY no later than thirty (30) days following the end of each reporting period and calendar month respectively after services were delivered. Due dates for reports are as follows:

Reporting Schedule:

FY16 Q1	July 1 – September 30, 2015	Due October 31, 2015
FY16 Q2	October 1 – December 31, 2015	Due January 31, 2016
FY16 Q3	January 1 – March 31, 2016	Due April 30, 2016
FY16 Q4	April 1 – June 30, 2016	Due July 31, 2016
FY17 Q1	July 1 – September 30, 2016	Due October 31, 2016

Quarterly Reports shall include the following:

1. CONTRACTOR shall submit a report of individuals served under the contract. Information in the report shall include:
 - a) Number of families served during the reporting period.
 - b) Number of new families served during the reporting period.
 - c) Number of families who concluded support services during the reporting period.
2. CONTRACTOR shall submit a report of experience of services as reported by the family served under the contract. The report shall include:
 - a) Does the family feel the process was family-driven and youth-guided?
 - b) Does the family feel navigation supports were helpful and contributed to any successes?
 - c) Was the referral process to a Family Navigator seamless and timely?

1. CONTRACTOR shall report the number of trainings provided during the reporting period. Information included in this report shall include, but is not limited to, the following:
 - a) Number of continuing education/training programs or classes attended by the Family Navigator;
and
 - b) Number of outreach activities conducted to inform project partners and referral sources about the role of the Family Navigator and the Support Services available.

Reports and invoices shall be submitted to:

Clackamas County Behavioral Health Division

Attention: Ally Linfoot

2051 Kaen Road, Suite 154

Oregon City, OR 97045

Or by electronic submission:

alinfoot@co.clackamas.or.us

EXHIBIT E
PERFORMANCE STANDARDS

A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

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

B. Staff

1. CONTRACTOR will ensure the following for all staff who are in direct contact with COUNTY clients:
 - a) Completion of successful criminal history record checks through the State of Oregon Background Check Unit (BCU) compliant with ORS Chapter 181 and OAR 407-007-0000 through 407-007-0370;

 - b) Confirmation of appropriate education and academic degrees, as required; and

 - c) All peers have self-identified as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery.

C. Monitoring

1. COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

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

D. Miscellaneous Federal Provisions

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

E. Abuse Reporting

1. AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hour only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

F. Confidentiality

1. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

**ATTACHMENT 1
 2015-2016 BUDGET**

OFSN	BUDGET WORKSHEET
<i>Fiscal Year 2015-16</i>	
Clackamas SOC - Final 2015-16	Contract # 7275
INCOME	
	TOTAL
5020 Contract / Grant Income	164,311.00
5030 Fee For Service Income	
5050 Flex Funds Income	
4007, 4004 Fundraising/Donation Income	
5900 Other Income In-Kind SFN Grant	
TOTAL INCOME	164,311.00
EXPENSE	
PERSONNEL	
7223, 7225 Personnel Payroll	86,464.71
7253, 7255 Payroll Taxes	10,375.77
7243, 7245 Staff Benefits	21,284.40
IRA -Retirement	2,593.94
TOTAL PERSONNEL	120,718.82
MATERIALS & SERVICES	
7755 Benevolence & Volunteer Appre.	
8113 Client Incentives (Flex Funds)	
Communication:	
8130 Cell Phone usage	2,550.00
8131 Telephone land lines	
8132 Internet Services	
8530 Dues & Subscriptions	
8265 Equipment and Furniture	
Computer Equip	1,000.00
Cell Phone Equip	300.00
Translation Equip	

Other - printers/scanners	
8260 Equipment Lease - Copier	
7554 Family Advocate/Representative	1,400.00
8104 Office Supplies	500.00
8140 Postage & Shipping	50.00
8170 Printing & Photocopying	
Professional Services:	
7520 Accounting and Payroll Fees	750.00
7547 Background Checks	
7545 Computer Support	400.00
8102 Marketing / Advert / Public Rel.	
7550 Repairs & Maintenance	
7560 Temporary Help / Contract Help	
7552 Training Delivery & Technical Support	
7553 Translation / Interpretation	
7543 Youth Activity Leaders	
8112 Program Mileage & Parking	8,750.00
8111 Program Related Supports	1,240.00
8210 Rent, monthly office space	
8114 Space Rent for Contract Activities	
7546 Speaker Fee / Entertainment at OFSN Event	
TRAVEL:	
8309 Conference Registration Fees	1,000.00
8310 Travel	800.00
8311 Lodging	650.00
8312 Per Diem Meals	750.00
8313 Mileage/Parking	
TOTAL MATERIALS & SERVICES	20,320.66
TOTAL MAT'S, SERVICES & PERSONNEL	141,039.48
OTHER EXPENSES	
Overhead Cost Allocation Pool ___ %	23,271.51
TOTAL EXPENSES	164,310.99
NET INCOME	0.01

ATTACHMENT 2
INVOICE TEMPLATE

Excel format will be sent with renewal.

August 13, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
 the State of Oregon, Housing and Community Services Department to administer
Community Resource Division Funds

Purpose/Outcomes	This agreement provides funds for a variety of Social Services programs in Clackamas as described below.
Dollar Amount and Fiscal Impact	This is a revenue agreement with a current value of \$7,395,592 for the biennium.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division. No County General Funds are involved.
Safety Impact	None
Duration	July 1, 2015 through June 30, 2017
Previous Board Action	The previous agreement was approved by the Board of County Commissioners on July 18, 2013 - agenda item 071813-A4
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	7344

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement renewal with the State of Oregon, Housing and Community Services Department (OHCS) to administer Community Resource Division (CRD) funds for a variety of SSD programs.

OHCS is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS was created in 1991 when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower income individuals and families in their efforts to become self-reliant. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

To continue receiving these funds, Community Action agencies are required to conduct a planning process that assesses the local needs of low income people as established by ORS 458.505. The results of the process are apparent in design and implementation of our local programs through relevant CRD Work Plans that are written by SSD staff and included as part of the application process. The planning and application process will result in an executed agreement referred to as the Master Grant Agreement (MGA). The MGA will cover the period from July 1, 2015 through June 30, 2017.

The program and funding components included in the MGA are as follows:

Community Services Block Grant (CSBG): Federal funds designed to provide services to low income individuals including frail, elderly, and disabled citizens.

State Homeless Assistance Program (SHAP): State of Oregon general funds designed to provide support to emergency shelter programs. In Clackamas County, these funds purchase shelter space at two emergency shelters: a shelter for survivors of domestic violence and their children operated by Clackamas Women's Services; and a shelter for families with children, the Annie Ross House, operated by Northwest Housing Alternatives, Inc.

Emergency Housing Assistance Program (EHA): State of Oregon general funds designed to provide housing and shelter related activities with their primary focus being a permanent solution to housing needs. Programs funded by this source include support to the Clackamas County emergency shelters, housing related information and referral services, case management services to low income households, and shelter services to homeless youth.

Emergency Housing Assistance Program – Veterans: State of Oregon general funds designed to support homeless veterans. The funds provide homeless and low-income housing services and access to the County Veteran's Service Office that includes two halftime Homeless Veteran Outreach Specialists.

Housing Stabilization Program (HSP): State of Oregon general funds designed to assist programs which secure stable housing for chronically homeless clients served by the State of Oregon, Department of Human Resources, Adult and Family Services Division. Program activities will focus on establishing clean credit histories, facilitating client understanding of resident and landlord rights and obligations, and money management skills.

Low Income Rental Housing Funds (LIHRF): State of Oregon general funds designed to provide short-term rental assistance to very low income households who are in danger of losing their rental units because of involuntary hardship or homelessness. Programs supported by this source include Bridges to Housing (B2H) permanent housing program.

Low Income Home Energy Assistance Program (LIHEAP): Federal funds designed to assist low income households with emphasis on elderly and disabled persons with unpaid winter utility bills.

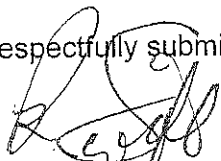
Oregon Energy Assistance Program (OEAP): Portland General Electric (PGE) generated funds designed to assist low income households with assistance payments directed toward their PGE bills.

Low Income Home Energy Assistance Weatherization Program and Department of Energy Weatherization Program (WX): These programs will be operated directly by the County's Weatherization program.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

MASTER GRANT AGREEMENT 15-17 #4224

INTRODUCTION

This 2015 - 2017 Master Grant Agreement #4224 (this "Agreement") is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as "OHCS" or "Department" and Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division, hereinafter referred to as "Subgrantee".

RECITALS

- A. Oregon Revised Statute ("ORS") chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;
- D. OHCS has determined Subgrantee's Work Plan application request to provide community service programs and the activities, as hereinafter defined, are feasible and merit funding;

AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
2. **Effective Date and Duration.** This Agreement shall become effective **July 1, 2015**. Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2017**.
3. **Consideration.** There is no guarantee of funding under this Agreement. The Grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These Grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
4. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:
 - This Agreement less all Exhibits and Attachments
 - Exhibit A - Definitions;
 - Work Plan Attachments (as applicable)
 - Exhibit B - Standard Terms and Conditions
 - Exhibit C - Special Provisions
 - Exhibit D - Federal Assurances
 - Exhibit E - Oregon State Historic Preservation Office Agreement
 - Exhibit F - Information Required by 2 CFR Subtitle B

MASTER GRANT AGREEMENT 15-17 #4224

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

5. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

Subgrantee (print Subgrantee's name): Clackamas County

Authorized Signature: _____ Date: _____

Name (print): Richard Swift Title: Interim Director, #35

Contact Telephone Number: (503) 656-5604 Contact Fax Number: (503) 655-8677

Contact E-Mail Address: rswift@clackamas.us

Subgrantee Address: PO Box 2950 - Oregon City, OR 97045

Contact Person (Type or Print): Brenda Durbin

Contact Telephone Number: (503) 655-8641 Contact Fax Number: (503) 655-8889

Contact E-Mail Address: brendadur@clackamas.us

Hours of Operation: Monday - Thursday 7am - 6pm

DUNS #: 096992656 Secretary of State Business Registry #: _____

Fiscal Contact Name: Jennifer Snook Title: Administrative Analyst

Phone #: (503) 655-8760

MASTER GRANT AGREEMENT 15-17 #4224

6. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through its
Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: _____
Margaret Van Vliet, Director or designee Date

Agency Contact Person: Claire Seguin

Contact Telephone Number: 503-986-6758

Fax Number: 503-986-6745

E-Mail Address: Claire.Seguin@oregon.gov

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by: Lynn Nagasako, Sr AAG Date: by email on 6/1/2015

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MASTER GRANT AGREEMENT 2015-2017 #4224

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element descriptions. When a word or phrase is defined in a particular Program Element description, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Program Element description in which it is defined.

1. **“Agreement”** means this 2015-2017 Master Grant Agreement for the delivery of federal and state antipoverty programs.
2. **“Allowable Costs”** means the costs described in the 2 C.F.R. Subtitle B with guidance at 2 C.F.R. Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
3. **“Client”** means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
4. **“DBRA”** means the Davis-Bacon and Related Acts.
5. **“Department”** means Oregon Housing and Community Services Department or “OHCS”.
6. **“Disallowance of Costs”** means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that:
 - a. Is identified by the Federal Government as expended contrary to applicable statutes, rules, 2 C.F.R. Subtitle B with guidance at 2 C.F.R. Part 200 or any other authority that governs the permissible expenditure of such money, for which the Federal Government has requested reimbursement by the Department and whether in the form of federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Is identified by the Department as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by Subgrantee, contrary to applicable statutes, rules, 2 C.F.R. Subtitle B with guidance at 2 C.F.R. Part 200 or any other authority that governs the permissible expenditure of such money; or
 - c. Is identified by the Department as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
7. **“Federal Funds”** means all funds paid to Subgrantee under this Agreement that Department receives from an agency, instrumentally or program of the Federal Government of the United States.
8. **“NOA”** means Notice of Allocation which is issued by the Department to Subgrantee to award, distribute, or recapture Grant funds under this Agreement as they are requested, come available, or are revoked under a program.
9. **“PWR”** means the prevailing wage rates as set forth by US Department of Labor or the Oregon Bureau of Labor and Industry.
10. **“Remedies”** has the meaning set forth in Exhibit B, section 15.

11. **“RFF” or “Request for Funds”** means the Subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
12. **“Subaward”** means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
13. **“Subcontract”** means a contractual agreement between the Subgrantee and a vendor for the purpose of providing goods or services for a program under this Agreement.
14. **“Subgrantee”** means the public or private nonprofit organization which has entered into this Agreement with OHCS to administer program elements at the local level within the designated service area. If the definition of “Subgrantee” differs in the Program Element, the definition in the Program Element will apply.
15. **“Subrecipient”** means an entity that is a state or local government, nonprofit organization, or for-profit organization that expends awards received from the Department under this Agreement to carry out a program(s). If the definition of “Subrecipient” differs in the Program Element, the definition in the Program Element will apply.
16. **“Vendor”** means a dealer, distributor, merchant or other provider or contractor of goods or services that are needed to administer a federal program. The goods or services may be for an entity’s own use or for the use of beneficiaries of the federal program.
17. **“Program Element”** means any one of the following programs or group of related programs as described in the Attachments, whose costs are covered in whole or in part with financial assistance that Department pays to Subgrantee pursuant to this Agreement:

Program Element Name	Attachment #
Community Services Block Grant (CSBG)	PE 01
Emergency Housing Account (EHA)	PE 03
State Homeless Assistance Program (SHAP)	PE 04
Housing Stabilization Program (HSP)	PE 05
Low Income Rental Housing Fund (LIRHF)	PE 07
Low Income Home Energy Assistance Program (LIHEAP)	PE 12
LIHEAP Weatherization Assistance Program (LIHEAP WX)	PE 13
Oregon Energy Assistance Program (OEAP)	PE 14
Bonneville Power Administration Weatherization Program (BPA)	PE 15
Department of Energy Weatherization Assistance Program (DOE WAP)	PE 16
Energy Conservation Helping Oregonians (ECHO)	PE 17

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. Notice of Allocation; Work Plan Approval.

There is no guarantee of funding under this Agreement. Grant funding for applicable Grant Program Work Plans will be allocated to Subgrantee by OHCS through a Notice(s) of Allocation (“NOA”) issued in accordance with federal awards and pursuant to the terms of this Agreement.

Funding for applicable Work related to specific Work Plans is contingent, without limitation, upon Subgrantee’s submission to OHCS of corresponding Work Plans satisfactory to OHCS and upon OHCS’ review and approval, at its sole discretion, of such Work Plans. Approvals by OHCS of Work Plans will be provided to Subgrantee in the form of one or more NOA to Subgrantee. Subgrantee shall be subject to, and comply with, all NOA terms regarding related approved Work Plans.

Grant funds may derive from federal, state, and private sources, and are subject to the terms under which they are received, and shall be provided by OHCS only for reimbursement of allowable costs incurred by Subgrantee within the terms and conditions of this Agreement, specific program requirements (including OHCS directives), and applicable law.

2. Funding Appropriation.

Funds specified in the Consideration section of this Agreement or otherwise may include funds which have not yet been appropriated, but which OHCS anticipates receiving for use in funding this Agreement and is not a guarantee that Subgrantee will receive all of such funds. Any and all disbursements of funds hereunder are contingent upon them being lawfully and fully appropriated, allocated, and available to OHCS. Subgrantee’s obligation to perform the Work related to a particular NOA is conditioned upon OHCS receiving corresponding Grant funds or other funds available for reimbursement of such Work expenditures.

3. Notices of Allocation (NOA).

OHCS will issue one or more NOA, as appropriate, in form satisfactory to OHCS, detailing the amount of funds available to Subgrantee under this Agreement. OHCS may, at its option, modify any approved NOA to reflect changes pursuant to Section 7, to correct errors in an NOA, to adjust Grant funds awarded under this Agreement in response to the receipt by Subgrantee of other funds or to reflect the exercise of remedies or other discretionary acts by OHCS under this Agreement or otherwise. The modification or termination of an NOA by OHCS does not terminate OHCS remedies with respect to Subgrantee’s performance or non-performance of obligations that were due under this Agreement with respect to Work related to said NOA. At the option of OHCS, OHCS may issue any NOA to Subgrantee (or any modification or termination thereof) by email, fax, or first class mail at the address or number listed in sections 5 and 6 of the Agreement.

The Grant funds specified in an applicable NOA may be used to pay costs incurred during the specific expenditure periods and in the specific expenditure categories noted in the NOA provided, however, that all performance by the Subgrantee for which Grant fund reimbursement will be sought under this Agreement must be in compliance with this Agreement, including any amendments hereof.

4. Acceptance of Notices of Allocation (NOA).

Any NOA issued by OHCS under this Agreement is immediately binding upon the Subgrantee as to the amount of Grant funds available to Subgrantee under this Agreement with respect to related Work Plans. Subgrantee shall be obligated to perform Work obligations related to the NOA and corresponding Work Plans immediately upon its acceptance of same consistent with this Agreement. An accepted NOA shall be deemed to be incorporated into and constitute a part of this Agreement.

Unless earlier accepted by the Subgrantee in writing, the Subgrantee accepts an NOA as issued, and agrees to be bound by same (including modifications thereto), upon undertaking any performance of related Work.

5. Rollover Funds From a Prior Grant Agreement.

Subject to state and federal restrictions, Subgrantee may request in writing that grant authority allocated but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of "rollover" Grant funds.

Subject to state and federal restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds from a prior Grant Agreement. Any rollover Grant funds shall be subject to all terms and conditions of this Agreement - and shall be subject to such terms and conditions of the prior Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover Grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

6. Requests for Funds.

Subgrantee shall request funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee shall limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate requirements in carrying out grant programs to be funded through the request for funds.

7. Remedies Related to Requests for Funds.

a. Withholding of Funds from Request.

OHCS may withhold any and all requested funds from Subgrantee under this Agreement if OHCS, in its sole discretion, determines that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subgrantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to OHCS about its performance under this Agreement as well as timely satisfying all Agreement obligations, including federal requirements relating to any awarded grant funds. OHCS also may withhold any and all requested funds from Subgrantee if OHCS, in its sole discretion, determines that the rate of requests for funds in any expenditure category is substantially different from approved budget submissions.

b. Redistribution or Retention of Funds.

Due to non-timely use.

If grant funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may at its sole discretion, reduce Subgrantee funding and redistribute such funds to other Subgrantees or retain such funds for other OHCS use. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2) Due to "substantial difference" in expenditure category from Approved Budget Submissions.

If the rate of request for any expenditure category is substantially different than in approved budget submissions as determined by OHCS at its sole discretion, OHCS may, at its sole discretion, reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

c. Repayment of Excess Disbursed Funds.

1) Due to Modified NOA.

If Grant funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant funds. Subgrantee, instead, shall return any remaining unexpended Grant funds in excess of the modified NOA to OHCS

within 30 calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2) Due to Overpayment.

If OHCS makes an overpayment of Grant funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within 30 calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

8. Termination.

- a. OHCS may immediately terminate this Agreement in whole or in part upon written notice to the Subgrantee for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subgrantee, whether directly by Subgrantee or through one or more of its subrecipients, agents, subcontractors, successors or assigns, as determined by OHCS in its sole discretion.
- b. OHCS may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by OHCS in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subgrantee, its subrecipients, agents, representatives, contractors, or assigns by which Subgrantee, as determined by OHCS at its sole discretion, fails to timely perform one or more material obligations, or otherwise breaches a duty, owed to OHCS under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
 - 1) Subgrantee fails to fulfill timely any of its obligations under this Agreement;
 - 2) Subgrantee fails to comply timely with directives received from OHCS or from an agency that is the original source of the grant funds;
 - 3) Funds provided under this Agreement are used improperly or illegally by Subgrantee or any of its subrecipients;
 - 4) Funding for any or all grant programs relevant to this Agreement are denied, suspended, reduced or eliminated;
 - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that OHCS is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - 6) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
 - 7) Any certification, license or certificate required by law to be held by Subgrantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - 8) Subgrantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - 9) Subgrantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded

from participating in agreements or contracts with any federal department or agency.

- c. Subgrantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if:
- 1) OHCS unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period; or.
 - 2) OHCS provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.
- e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, OHCS may, in its sole and absolute discretion, require that Subgrantee obtain prior OHCS approval from it for any additional expenditures that would obligate OHCS to reimburse it from Agreement grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither Subgrantee nor OHCS shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. OHCS may withhold any reimbursement to Subgrantee in the amount of compensation for damages due OHCS from Subgrantee (as estimated by OHCS in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- g. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subgrantee under this Agreement shall be delivered to OHCS within sixty (60) days of the date of termination or upon such date as requested by OHCS.
- h. Termination of this Agreement shall not impair or invalidate any remedy available to OHCS or to Subgrantee hereunder, at law, or otherwise.

9. Compliance.

Both parties shall, and Subgrantee shall require and cause (including by contract) all subrecipients, contractors, agents and assigns to comply with this Agreement, including applicable federal, state, and local laws, rules, regulations, and guidelines as well as OHCS directives with respect to any of its obligations related to grant programs funded under this Agreement or for which requests for funding are made, whether or not any such requirement described herein or listed within the respective Work Plan, particularly the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include but may not be limited to a requirement for Subgrantees and subrecipients to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management), database. Both parties shall, and Subgrantee shall require and cause its subrecipients to, comply with such requirements whether or not such requirements exist at the time this Agreement is executed, or arise subsequent to the execution of this Agreement. Performance by both parties of their respective obligations hereunder must be made efficiently, effectively and within applicable program timelines.

Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established

pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. 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. Subgrantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

10. Governing Law; Venue; Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") involving OHCS that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court.

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.

Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

11. Confidentiality.

Subgrantee shall, and shall require and cause its subrecipients to protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subgrantee shall, and shall require and cause its subrecipients to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

12. Monitoring Required.

a. OHCS Authorized to Monitor Subgrantee.

OHCS may monitor the activities of Subgrantee and its subrecipients as it deems necessary or appropriate, among other things, to ensure Subgrantee and its subrecipients comply with the terms of this Agreement and that grant fund awards are used properly for authorized purposes hereunder. OHCS also may ensure that performance goals are achieved as specified in this Agreement, including without limitation in the Scope of Work, related Program Elements, Work Plans and Budgets referenced in Exhibit A and that performance is to the satisfaction of OHCS. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee and subrecipient(s) files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipient(s), and their officers, employees, agents, contractors and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through contractors, agents or other authorized representatives. Subgrantee consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same, including requiring by agreement and causing that its subrecipients so cooperate.

OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

b. Subgrantee Shall Fully Cooperate.

Subgrantee shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by Subgrantee or any of its subrecipients to comply with this requirement is sufficient cause for OHCS to require special conditions and may be deemed by OHCS as a failure by the Subgrantee to perform its obligations under this Agreement.

c. Subgrantee Shall Monitor Its Subrecipients.

Subgrantee shall perform onsite visits to monitor the activities of its subrecipients as specified by applicable grant program requirements or otherwise directed by OHCS, but in no case less than at least once during the term of this Agreement, and not later than the third quarter of the term of this Agreement (unless otherwise approved in writing by OHCS) to ensure that grant funds are used for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Scope of Work.

13. Monitoring.

- a. OHCS generally will advise the Subgrantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, OHCS will endeavor to provide Subgrantee with a written report as to its findings from that inspection. OHCS may advise the Subgrantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Subgrantee shall timely satisfy such corrective actions required by OHCS.
- b. OHCS may review (including copying) from time to time any and all Subgrantee and subrecipient(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the Subgrantee. OHCS may advise the Subgrantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Subgrantee shall timely satisfy such corrective actions as reasonably required by OHCS.

14. Monitoring: Major Findings Resolution.

OHCS may track and follow up with Subgrantee regarding the correction by Subgrantee of findings made or other corrective actions required in OHCS' monitoring of Subgrantee's performance under this Agreement. The tracking record developed by OHCS may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees shall resolve findings and other required corrective actions within the timeframes reasonably given by OHCS by written report or otherwise.

15. Remedies.

- a. If OHCS determines, in its sole discretion, that Subgrantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan, OHCS may exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) modifying any NOA under this Agreement; (c) withholding and/or reducing grant funds; (d) disallowing costs; (e) suspending and/or recouping payments; (f) appointing a receiver for the receipt and administration of grant funds under this Agreement; (g) requiring corrective action as it may determine to be appropriate; (h) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (i) debaring or otherwise limiting Subgrantee's eligibility for other funding from OHCS; (j) instituting criminal action for misstatements or fraud; and (k) requesting investigation, audit and/or sanction by other governmental bodies.

- b. The rights and remedies of OHCS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section also does not limit Subgrantee's remedies provided under this Agreement, by law, or otherwise.
- c. No failure of or delay by OHCS to enforce any provision of this Agreement shall constitute a waiver by OHCS of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

16. Return of Unexpended Funds at Program Final Expenditure Period End.

All unexpended cash or income from such funds remaining at the end of any program final period for any program(s) covered by this Agreement must be returned by Subgrantee to OHCS within the time allowed for using Grant funds requested under a Grant Program consistent with U.S. Department of Treasury regulations or other controlling law. Where not otherwise specified or restricted, Grant funds must be returned by Subgrantee to OHCS within Sixty (60) days following the expiration of the Grant Programs' expenditure period or the termination of this Agreement, whichever occurs first.

17. Expenditures Properly Supported.

Expenditures and requests for grant funds shall be supported by Subgrantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information as it deems necessary or appropriate in its sole discretion.

18. Unallowable Costs and Lobbying Activities.

Subgrantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Subgrantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Subtitle B with guidance at 2 CFR Part 200, or otherwise, as may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures in an Agreement grant program, OHCS may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

19. Disallowance of Costs.

OHCS neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by OHCS except for costs incurred by Subgrantee solely due to the negligence of OHCS, its employees, officers or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding or by other means authorized by this Agreement or otherwise allowable at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10. If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

Subgrantee shall cooperate and shall cause its subrecipients to cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

20. Records Maintenance.

Subgrantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for

performance of and compliance with the terms of this Agreement.

The Subgrantee and its subrecipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

21. Records Access.

OHCS, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subgrantee and its subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, transcripts and copies. These records are the property of OHCS who may take possession of them at any time after three (3) business days' notice to Subgrantee or subrecipient, as the case may be. Subgrantee or subrecipient may retain copies of all records taken by OHCS under this Section.

In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipient's books and records related to this Agreement.

22. Audits.

If required by OHCS, Subgrantee shall, and shall require and cause its subrecipients to, submit to OHCS satisfactory financial and compliance audits for the periods covered by the grants. This requirement is in addition to any audit requirements set forth below.

If Subgrantee expends \$500,000 or more in federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subgrantee shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subgrantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHCS within 30 days of completion. If Subgrantee expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Subgrantee is exempt from federal audit requirements for that year. Records must be available as provided in Section 21 above.

23. Fixed Assets.

Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for property management that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. The following practices are in addition to those otherwise required:

a. High Risk Items.

Fixed assets with a high risk of loss include all computer equipment, electronic equipment, photography equipment, hand tools and any other items Subgrantee may identify as at risk. Fixed assets that are deemed to have a high risk of loss must be labeled, recorded on an inventory tracking system, and inventoried at least once a year.

b. Automobiles.

All automobiles, regardless of value, purchased in whole or in part with funds provided under this Agreement shall be the property of Subgrantee; provided however that OHCS is hereby granted a security interest in all such automobiles and the proceeds thereof and shall be noted as the security interest holder on the certificates of title. The original certificates of title to all such automobiles shall be delivered to and remain on file at OHCS. In its agreements with its subrecipients, Subgrantee shall prohibit its subrecipients from using funds provided thereunder to purchase any automobiles.

c. Insurance.

Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment requiring registration through Oregon Department of Transportation, Department of Motor Vehicles that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as a security interest in all such automobiles and or equipment, and a copy of the insurance certificates to all such automobiles and or equipment shall be delivered to and remain on file at OHCS. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

d. Loaned Equipment / Property Disposition.

All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

e. Disposal Requiring Prior Approval.

When Subgrantee wishes to dispose of a fixed asset in which OHCS has a security or insurance interest or when Subgrantee or a subrecipient wishes to dispose of a fixed asset having an original cost of more than \$5,000, Subgrantee shall submit a letter requesting OHCS' consent to do so addressed to Financial Services Manager with a copy to the appropriate Program Coordinator. If OHCS consents, OHCS Program Coordinator will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of such disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards for equipment of the agency from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

24. Insurance and Workers Compensation.

Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of Agency.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee shall obtain employers' liability insurance coverage limits of not less than \$500,000. Subgrantee shall require and ensure that each of its subcontractors complies with these requirements.

25. Dual Payment.

Subgrantee shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to OHCS.

26. Third Party Beneficiaries.

OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

27. Notices.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subgrantee or OHCS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section; provided however that any notice of

termination hereunder shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OHCS, such facsimile transmission must be confirmed by telephone notice to OHCS' primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. Subgrantee Status.

- a. Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.
- b. Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.
- c. Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.
- d. Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors or employees:
 - 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection d.(2) above; and
 - 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

29. OPUS System.

The OPUS system is a web-based application developed by OHCS. OPUS runs on an Oracle application server and database maintained by OHCS and accessed by OHCS and its subgrantees through the Internet (the "Site").

Subgrantee and its subrecipients shall enter all appropriate and/or necessary data into OPUS, ServicePoint or other OHCS approved system at the time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

a. OPUS Use.

As a condition of use of the Site, User (Subgrantee and its subrecipients) agrees to all OHCS terms and conditions, contained in this Agreement, placed as notices on the Site, or as otherwise directed by OHCS. User agrees to not use the Site for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the OPUS terms of use. Use of the Site constitutes acceptance of the OPUS terms and conditions.

Use of the OPUS system for additional reported "local" program data is at the entity's own risk. OHCS shall not modify or otherwise create any screen, report or tool in the OPUS system primarily or solely to meet needs related to this local data.

b. OPUS Data Rights.

Subgrantee hereby grants and shall require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use OPUS Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

c. OPUS Disclaimer of Warranties.

Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products and services included in or available through the OPUS Site (the "content") are provided "as is" and "as available" for use. The content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that the content is accurate, reliable or correct; that this Site will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Use of the OPUS Site is solely at the User's risk. User hereby accepts the risk of its use of the Site, and of the use of the Site by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

d. OPUS Limitation of Liability.

The Subgrantee agrees that under no circumstances shall OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the OPUS Site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if OHCS has been informed of the possibility of such damage.

e. OPUS Indemnification.

Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers and directors from all liabilities, claims, and expenses, including attorney fees that arise from use or misuse of this site. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

30. Attorney Fees.

In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to OHCS by its attorneys.

31. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

32. Severability.

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

33. Execution and Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

34. Grant Funds.

Grant funds are used in conjunction with this Agreement. Subgrantee assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subgrantee or by any of its subrecipients, agents or assigns and shall, upon breach of grant conditions that require the State to return funds to the grantor, whether such breach is by Subgrantee or by any of its subrecipients, agents or assigns, hold harmless and indemnify the State for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to OHCS; or if there are legal limitations on the indemnification ability of the Subgrantee, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

35. Indemnity.

Subject to applicable law, Subgrantee shall, and shall require by contract that its subrecipients shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents 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 Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

36. Merger Clause.

This Agreement, attached exhibits and resulting NOA constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, other modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary OHCS approvals have been obtained. Such waiver, consent, modification or change if made shall be effective only in the specific instance and for the specific purpose given.

37. Waiver.

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

38. Time of the Essence.

Time is of the essence in the performance of any and all obligations under this Agreement.

39. No Limitations on Actions in Exercise of Governmental Powers.

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the parties hereto that OHCS shall retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were not a party to this Agreement, and in no event shall OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

40. No Assignment by Subgrantee.

Subgrantee shall not assign its rights or obligations under this Agreement without the express written consent of OHCS. OHCS may assign its rights and obligations under this Agreement, including to a successor entity.

41. Amendments.

OHCS reserves the right to amend the Agreement and its Work Plans to, among other revisions: extend its term; modify, delete, or add any services, or any combination of the foregoing. The parties may not waive, supplement or amended the terms of the Agreement, in any manner whatsoever, except by written amendment signed by all parties and for which all necessary State of Oregon approvals have been obtained.

Changes to the Work Plan by the Subgrantee or by one or more of its subrecipients shall require the prior written approval of OHCS. Requests for and justification of any change must be submitted in writing to OHCS and be approved in writing

by OHCS prior to commencement of the requested change. OHCS may supplement or modify the Work Plan as previously provided in this Agreement.

All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds. These amendments to federal terms and conditions included in original Agreement will be sent to Subgrantee and will become part of the original Agreement without a formal amendment process. New federal terms and conditions not included in the original Agreement will follow the formal amendment process.

42. Oregon False Claims Act

- a. Subgrantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Subgrantee pertaining to this Agreement that constitutes a “claim” (as defined by ORS 180.750(1)). By its execution of this Agreement, Subgrantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other liabilities that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Subgrantee.
- b. Without limiting the generality of the foregoing, Subgrantee represents and warrants that:
 - 1) Subgrantee’s representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
 - 2) None of Subgrantee’s performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.
- c. For purposes of this Section 2.F., a “False Claims Act Violation” means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.
- d. Subgrantee shall immediately report in writing, to OHCS, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, subrecipient, vendor or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.
- e. Subgrantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or OHCS under any other provision of law, or this Agreement.

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COPY

Richard Swift
Interim Director

August 13, 2015

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Revenue Agreement #16-0811 with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) to provided Match Funding for Medicaid non-Medical Rides provided by the Clackamas County Transportation Consortium

Purpose/Outcomes	Agreement with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) to provided Match Funding for Medicaid non-Medical Rides provided by the Clackamas County Transportation Consortium.
Dollar Amount and Fiscal Impact	The maximum agreement is \$74,984. The contract is funded through the Social Services Division agreement with Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
Funding Source	State funds - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on September 14, 2017
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7345

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services department requests approval of revenue agreement #16-0811 with Tri-Met. This agreement will provide funding to pay the State of Oregon, Aging and People with Disabilities (APD), cash match for non-medical Medicaid transportation services provided by members of the Clackamas County Transportation Consortium to Medicaid clients residing in Clackamas County.

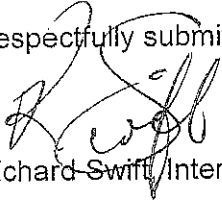
This agreement provides funding to pay the State Aging and People with Disabilities Services Division's (APD) the required match per one-way ride so that Consortium members receive the full \$14.00 per one-way ride for rides provided. The Federal match rate is adjusted annually. The current rate is 29.94%. The balance is funded by Title XIX (Medicaid) Waivered Services funds. All rides must first be authorized by the client's APD case manager in order for Consortium members to receive payment for the service. The goal of the Consortium in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services assist them in living independently in their own homes for as long as possible.

Total amount of the agreement is \$74,984. No County General Funds are involved. This agreement was reviewed and approved by County Counsel on July 31, 2015. This agreement begins July 1, 2015 and continues through September 14, 2017. Tri-County Metropolitan Transportation District of Oregon, as initiator of this agreement, chose to sign after obtaining agreement approval and signature from Clackamas County.

RECOMMENDATION

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

Respectfully submitted,

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

Richard Swift, Interim Director

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
AGREEMENT 16-0811
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION FUNDS
ODOT GRANT AGREEMENT NO. 30576**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon ("TriMet")
2. Clackamas County Social Services ("Provider")

RECITALS:

1. Pursuant to ORS Chapter 391, TriMet is designated to distribute to "providers of transportation," as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Section (Section), Oregon Transportation Network Special Transportation Funds (STF) for the purposes set forth at ORS 391.830(4). Provider is a "provider of transportation" for Clackamas County. The Oregon Department of Transportation (ODOT) Public Transit Division awarded TriMet a Fiscal Year 2016-2017 Special Transportation Fund (STF) Grant Agreement ("Grant Agreement") of which \$74,984 is to be utilized as the 38% local match for the Portland region's Title XIX waived non-medical transportation program in Clackamas County, and distributed to Provider for such purposes.
2. Pursuant to OAR 732-005-0061, TriMet and Provider enter into this Agreement for the sole purpose of disbursing the approved STF funds to Provider as local match for Clackamas County's Title XIX waived non-medical transportation program.
3. The Parties now desire to enter into this Agreement for disbursement of the local match STF funds to Provider.

AGREEMENTS:

1. General

Provider agrees to comply with and use the STF funds in accordance with the terms of this Agreement including the terms and conditions of the Grant Agreement, ORS 391.800 through 391.830, and the provisions of OAR Chapter 732 Divisions 5 and 15 as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Provider under this Agreement are set forth in Exhibits A and B which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: This Agreement form; Exhibit A; Exhibit B. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STF funds, and shall be amended to

incorporate those changes.

Provider agrees to comply with all sub-recipient monitoring policies, procedures and other requirements that may be established by TriMet, including but not limited to Title VI compliance.

Provider shall not be relieved of any responsibility for performance of Provider's duties under this Agreement, regardless of any subcontract entered into. Provider shall require any subcontractor performing services under this Agreement to enter into a written agreement with Provider before the commencement of services, which shall require the subcontractor to comply with ORS 391.800 through 391.830, OAR Chapter 732 Divisions 5 and 15, as may be amended, and the terms of this Agreement. Provider shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Provider: Paragraphs 2 through 4, and 6(B).

2. Audit Requirements/Financial Management Procedures

STF funds disbursed by this Agreement shall be specifically addressed in Provider's annual audits, and the terms of Exhibit A shall apply. TriMet may request additional information including, but not limited to, audits of specific projects or services. Provider will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732 in addition to the requirements set forth in Exhibit A.

Provider shall comply with any Clackamas County accounting, billing and reporting requirements applicable to use of the STF funds.

3. Reporting Requirements

Provider shall submit progress reports to TriMet via the established process, for posting on the TriMet website that meets the requirements of Exhibit A. The reporting period shall commence on the date TriMet disburses any STF funds to Provider. Reports shall be due within 45 days following the end of each quarter, or as otherwise directed by TriMet. Copies of the reports shall be sent to Mr. David Trimble, Director, Transportation Programs, TriMet, 2800 N.W. Nela, Portland, Oregon 97210. TriMet may require additional reporting information from the Provider, in TriMet's sole discretion.

4. Withholding of Funds

In addition to any other provisions of this Agreement including but not limited to Exhibit A, TriMet may withhold payment of STF funds if the funds are not being used in accordance with ORS 391.800 through 391.830, the Section's OARs or this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the STF. Provider shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes

responsibility for breach of conditions of the STF funding requirements hereunder by Provider, and shall, upon breach of conditions that require TriMet to return funds to the Section, hold harmless and indemnify TriMet for an amount equal to the funds required to be repaid plus any additional costs incurred by TriMet.

5. Discrimination Prohibited/Compliance with Laws

Provider certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Provider receives STF funds. Provider shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Provider shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and FTA regulations at 49 CFR Parts 37 and 38, and all provisions of this Agreement.

6. Independent Contractor/Indemnification

(A) Provider is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Provider shall have sole control and supervision over the manner in which the Project is performed, subject only to consistency with the terms of this Agreement, and shall be responsible for determining the appropriate means and manner of executing the Project. Neither Provider, nor its officers, directors, employees, subcontractors or volunteers, are officers, employees or agents of TriMet as those terms are used in ORS 30.265. Neither Provider, nor its directors, officers, employees, subcontractors or volunteers, shall hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

(B) The parties agree that TriMet shall have no liability of any nature in connection with the Provider's use of the Funds or Provider's provision of transportation services. To the fullest extent permitted by law, Provider agrees to fully indemnify, hold harmless and defend, TriMet, its directors, 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 attorneys fees, resulting from or arising out of the activities of Provider, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. The provisions set forth in this subparagraph (B) shall survive termination or expiration of this Agreement.

7. Vehicle/ Operator Requirements

Provider shall ensure that all drivers of equipment have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Provider shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Provider shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for operators.

8. Funding

(A) In consideration of the agreements made by Provider under this Agreement and upon TriMet's receipt of the STF funds, TriMet shall disburse to Provider the sum of \$3,124 per month for a period of 24 months from the effective date of this Agreement in accordance with the terms of this Agreement. The total amount disbursed by TriMet under this Agreement shall not exceed the sum of \$74,984. All STF funds must be expended by Provider no later than June 30, 2017.

(B) The STF funds shall be utilized by Provider solely as local match for Title XIX funds utilized to compensate Provider for provision of waived non-medical transportation in Clackamas County. Provider shall document eligible use of STF funds through the reports submitted to TriMet's Project Manager in accordance with Exhibit A. The final quarterly report shall be due no later than September 14, 2017. TriMet may, in its sole discretion, suspend disbursement of funds for Provider's failure to submit timely reports or to adequately document eligible use.

(C) In addition to any other remedies provided for under this Agreement, any STF funds disbursed to Provider under this Agreement that are not expended by Provider in accordance with the terms of this Agreement by June 30, 2017 shall be returned to TriMet. Provider shall return any unexpended Funds by paying to TriMet the amount of unexpended Funds no later than July 5, 2017. Provider agrees that TriMet shall have the right in its sole discretion to deduct the amount of any unexpended Funds owed to TriMet under this Paragraph B, from any future payment from TriMet to Provider under any contract or agreement, present or future, between TriMet and Provider. The repayment remedies provided for in this subparagraph C are not exclusive remedies, but are in addition to any other remedies available to TriMet under this Agreement or by law or equity. The provisions set forth in this subparagraph C shall survive termination or expiration of this Agreement.

9. Term

This Agreement shall be in effect from July 1, 2015 through September 14, 2017, unless the

Agreement is terminated earlier as provided in this Agreement.

10. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

Mr. David Trimble
Director, Transportation Programs
TriMet
2800 NW Nela Street
Portland, Oregon 97210
FAX: (503) 962-8250
trimbled@trimet.org

Provider:

Ms. Teresa Christopherson
Administrative Svcs. Mgr.
Clackamas County Social Services
P.O. Box 2950
Oregon City, OR 97045
FAX: (503) 655-8889
teresachr@co.clackamas.or.us

11. Assignment/Subcontracts

Provider may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

12. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

13. Entire Agreement/Authority

This Agreement and the attached Exhibits A and B constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of TriMet to enforce any provision of this Agreement shall not constitute a waiver by

TriMet of that or any other provision.

If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms 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.

The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

Provider:

Clackamas County Social Services

By: _____

Title: _____

Address: _____

Phone/FAX: _____

Federal Employer ID Number: _____

Tri-County Metropolitan Transportation District of Oregon (TriMet):

By: _____

Title: _____

Date of Execution: _____

**EXHIBIT A
SPECIFIC AGREEMENT PROVISIONS**

Provider shall comply and require each of its subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit A.

1. **Project.** The STF Funds disbursed to Provider shall be used solely for local match for Title XIX funds utilized to compensate Provider for provision of waived non-medical transportation in Clackamas County as set forth in this Agreement.
2. **Progress Reports.** Provider shall submit quarterly progress reports to State with a copy to TriMet's Project Manager no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and TriMet and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at [http:// www.oregon.gov/odot/pt/](http://www.oregon.gov/odot/pt/). If Provider is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.TriMet.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. TriMet reserves the right to request such additional information as may be necessary to comply with federal, State or TriMet reporting requirements.
3. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** TriMet shall disburse STF Funds to Provider after State reimburses TriMet in accordance with and subject to Paragraph 6(a) Disbursement Generally of the Grant Agreement.
 - b. **Conditions Precedent to Disbursement.** TriMet's obligation to disburse STF Funds to Provider is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. TriMet has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Provider's representations and warranties set forth in Section 4 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iii. Provider is in compliance with the terms of this Agreement.
 - iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Provider's use of funds under this Agreement or any other agreement with the State or TriMet have been resolved.
 - c. **Recovery of Grant Funds.** Any STF Funds disbursed to Provider under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to TriMet. Provider shall return all Misexpended Funds to TriMet promptly in accordance with TriMet's written demand. Provider shall return all Unexpended Funds to TriMet within 5 days after the earlier of expiration or termination of this Agreement.

4. **Representations and Warranties of Provider.** Provider represents and warrants to TriMet as follows:
- a. **Organization and Authority.** Provider is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Provider has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Provider of this Agreement (1) have been duly authorized by all necessary action of Provider and (2) 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 Provider's Articles of Incorporation or Bylaws, if applicable, (3) 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 Provider is a party or by which Provider or any of its properties 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 Provider of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Provider and constitutes a legal, valid and binding obligation of Provider, 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. **No Solicitation.** Provider's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Provider nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Provider agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Provider shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and State standards for audits of municipal corporations, non-profit and for profit organizations as applicable. Provider shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), TriMet and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary of State, USDOT, FTA, TriMet and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Provider shall permit authorized representatives of TriMet, State, the Secretary of State, USDOT and FTA to perform

site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Provider as part of the Project, and any transportation services rendered by Provider.

- b. **Retention of Records.** Provider shall retain and keep and require its subrecipients and subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STF Funds or the Project 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 expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Provider, its subrecipients and subcontractors shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all STF Funds disbursed by TriMet under this Agreement. Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit TriMet to verify how the STF Funds were expended.
- d. **Audit Requirements.**
 - i. Provider shall at Provider's own expense submit to TriMet, and if requested by State or TriMet to the State of Oregon Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.TriMet.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of Provider(s), and any of Provider's contractor(s), or subcontractor(s) responsible for the financial management of funds received under this Agreement.
 - ii. Provider shall save, protect and hold harmless TriMet and the State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Provider acknowledges and agrees that any audit costs incurred by Provider as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Provider and TriMet or by the State.

6. **Provider Subagreements and Other Requirements**

- a. **Subagreements.** Provider may enter into agreements with contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Provider and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Provider of its responsibilities under this Agreement.
 - ii. Provider agrees to provide TriMet with a copy of any signed subagreement upon request by TriMet. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Provider to TriMet within ten (10) days of its being discovered.
- b. **Provider and Subagreement indemnity; insurance.**

Provider that is not a unit of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless State, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of Provider's officers, agents, employees or subcontractors ("Claims"). It is the specific intention that the State

shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the Provider from and against any and all Claims.

Neither Provider nor any attorney engaged by Provider, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Provider is prohibited from defending State or that Provider is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Provider if State elects to assume its own defense.

Provider shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- i. Provider's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Provider's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The subagreement shall specifically state that it is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Provider's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Provider's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Provider's Subrecipients(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Provider's Subrecipient is prohibited from defending State or that Provider's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Provider's Subrecipient if State elects to assume its own defense.

Provider shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- c. **Procurements.** Provider shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

7. **Termination/Suspension**

- a. **Termination by TriMet.** TriMet may terminate or suspend this Agreement, in whole or part, effective upon delivery of written notice to Provider, or at such later date as may be established by TriMet in such written notice, under any of the following conditions, but not limited to those conditions:
 - i. Provider fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Provider is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. TriMet fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if TriMet determines to terminate or suspend for its own convenience; or
 - iii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Provider takes any action pertaining to this Agreement without the approval of TriMet and which under the provisions of this Agreement would have required the approval of TriMet.
- b. **Termination by Provider.** Provider may terminate this Agreement effective upon delivery of written notice of termination to TriMet, or at such later date as may be established by Provider in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Provider; or
 - ii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

- a. **Responsibility for Grant Funds.** In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Provider receiving STF Funds, pursuant to this Agreement shall assume sole liability for that Provider's breach of the conditions of this Agreement, and shall, upon Provider's breach of conditions that requires TriMet to return funds to the State, hold harmless and indemnify TriMet for an amount equal to the funds received under this Agreement; or if state or federal law limitations apply to the indemnification ability of the Provider of STF Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- b. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- c. **Duplicate Payment.** Provider is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.

- d. **No Third Party Beneficiaries.** TriMet and Provider are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Provider acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Provider, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- e. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Provider's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 10 Communications of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against TriMet, such facsimile transmission must be confirmed by telephone notice to TriMet Project Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- f. **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 TriMet and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. In no event shall this section be construed as a waiver by TriMet or by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- g. **Compliance with Law.** Provider shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Provider expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- h. **Insurance; Workers' Compensation.** All employers, including Provider, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Provider shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Provider shall indemnify and hold TriMet harmless including reasonable attorneys fees for breach of this provision.

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**Exhibit B
Provider and Subagreement Insurance
Requirements**

General

Provider shall obtain and provide, and require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Provider for subcontractor's performance under its subagreement : i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any subagreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. Provider shall not commence work under this Agreement, and shall not authorize work to begin under a subagreement until the insurance is in full force. Thereafter, Provider shall monitor continued compliance with the insurance requirements in its subagreements on an annual or more frequent basis. Provider shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Provider permit work under a subagreement when Provider is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Provider is a Party.

Provider shall comply with any requirements of TriMet with respect to Provider's compliance with these insurance requirements including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile

Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State and TriMet, and their respective officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their subagreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Provider, and the effective date of the subagreement for subcontractors, for a minimum of 24 months following the later of: (i) the Provider's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Provider's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Provider and the subagreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Provider or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Provider or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The Provider or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Provider shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

DRAFT

Approval of Previous Business Meeting Minutes:

July 23, 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 23, 2015 – 10:00 PM

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. Recognition of the 2015 NACo Achievement Awards
Tracy Moreland, Public & Government Affairs presented the staff report including a short video introducing the award winners. .

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

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding the Evangelical property in Jennings Lodge Tri-City governance.
2. Maryanna Moore, Gladstone – spoke regarding a couple of upcoming events, Gladstone festival and the Vietnam memorial wall in Milwaukie.

~Board Discussion~

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 as written.
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 Sub-recipient Agreement with the City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval to Apply for the FY 2015 Health Center Expanded Services (ES) Grant from the Health Resources and Services Administration – *Health Centers*

3. Approval of an Intergovernmental Agreement No. 148674 with the State of Oregon, Department of Human Services for the Operation of the JOBS Program – *Community Solutions*
4. Approval of an Intergovernmental Agreement between Community Solutions for Clackamas County and the State of Oregon Department of Energy for Weatherization Services – *Community Solutions*
5. Board Order No. **2015-83** Approving the Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233* – *Behavioral Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the Contract with Hart InterCivic Inc. to Provide and Install a Ballot Tally System in the Clackamas County Elections Office – *CLERK*

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:15 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