

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Construction Contract with CivilWorks, NW, Inc. for the
Shafford Street Reconstruction Improvements Project

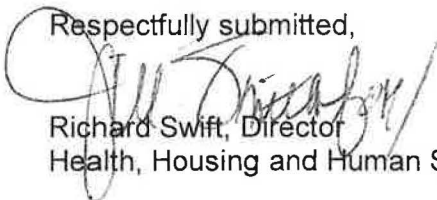
Purpose/ Outcome	This construction contract with CivilWorks, NW, Inc. is to reconstruct the roadway surface of NE Shafford Street, which intersects with NE 4 th Avenue through to NE 2 nd Avenue, in Estacada. The project is an estimated 1,000 feet of new sidewalks, curbs with a finished asphalt overlay, drainage improvements, as well as ADA ramps for pedestrian use. The improvements will end near Clackamas River Elementary School, in Estacada.
Dollar Amount and Fiscal Impact	Community Development Block Grant funds in the amount of \$130,000. The City of Estacada will provide an estimated \$338,250 dollars for construction of the project. The estimated total construction cost will be \$468,250 dollars. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	July 2018 to August 2018
Previous Board Action/ Review	CDBG Action Plan approved May 11, 2017
Strategic Plan Alignment	1. Provide low and moderate income persons with healthy, safe and stable housing in neighborhoods where they have improved access to services. 2. Ensure safe, healthy and secure communities.
Contact Person(s)	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 8900

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract with CivilWorks, NW, Inc. for the Shafford Street Reconstruction Improvements Project. The project will add sidewalks, curbs and asphalt paving in the public right of way. Community Development will provide project coordination representing Clackamas County. The City of Estacada has hired Curran-McLeod as their project engineer. The construction contract was reviewed and approved by County Counsel on May 10, 2018.

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

COPY

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN COUNTY AND CONTRACTOR**

COUNTY

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

CivilWorks, NW, Inc.
PO Box 5698
Vancouver, WA 98668

THIS AGREEMENT (the Contract) is entered into by and between Clackamas County (hereinafter called the "COUNTY") and CivilWorks, NW, Inc. (hereinafter called "CONTRACTOR") and is dated as of the date it is signed by the COUNTY.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2018, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work.

As used herein, "Work" shall mean the construction improvements tasks, as set forth in detail in the Contract Documents, and generally described as: the construction of preserving the existing 18-foot of existing asphalt pavement and widening the street on both sides to 34-foot wide and 2" overlay over the entire street to include new curbs, sidewalks, driveways and ADA ramps. The work also includes removal and replacement of existing catch basins, removal and reinstallation of existing fences.

ARTICLE 2: ENGINEER

The Project has been designed by Curran-McLeod Engineering Consultants who is hereinafter called ENGINEER and who is to act as COUNTY's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by _____ 2018 with a contract completion date of _____ 2018.** The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **45 days** unless a time extension is approved by the ENGINEER and COUNTY, via Change Order.

3.2. Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by COUNTY, CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the COUNTY and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the COUNTY agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be the amount of **Four Hundred Sixty Eight Thousand Two Hundred Fifty Dollars (\$468,250.00)** which are described in the Contract Documents and are hereby accepted by the COUNTY.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to COUNTY, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by COUNTY to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or COUNTY may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to COUNTY as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or COUNTY may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The COUNTY reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, COUNTY shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the COUNTY for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a

subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that COUNTY and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and

carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by COUNTY and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the COUNTY may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

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

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR 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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The COUNTY, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

7.2.3. If any other required 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.

7.2.4. The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-

61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 13, inclusive).
- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. 2018 ODOT Specifications for Construction (cover, pages 1 to 144, inclusive).
- 8.5. Supplementary Conditions, including:
 - Special Conditions (pages 1 to 12, inclusive).
 - HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).
 - HUD Section 3 Guidelines (pages 1 of 7, inclusive).
 - Federal Prevailing (Davis-Bacon) Wage Decision: OR180001, Dated April 27, 2018, Modification: No. 3 Type: Highway (pages 1 to 17 inclusive).
 - State of Oregon (BOLI) Wage Rates Decision: January 1, 2018 (pages 1 to 31 inclusive).
 - State of Oregon Wage Rates Amendment (BOLI): April 1, 2018 (page 2)
- 8.6. Specifications bearing the title "General Requirements, Section 1000 through Landscaping, Section 2900" (pages 1 to 40, of **Curran-Mcleod, Inc. Consulting Engineers**).
- 8.7. Drawings bearing the title "City of Estacada SE & NE Shafford Avenue Reconstruction (stamped by Hassan Ibrahim of **Curran-McLeod, Inc. Consulting Engineers**, pages C1 of 10 inclusive. 11 x 17).
- 8.8. Addenda Number: 1, Dated May 14, 2018, 20 Pages.
- 8.9. CONTRACTOR's Bid Proposal: (pages 1, 2, 3, 4, 5 and 6, inclusive).
- 8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The COUNTY, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: TAX LAWS

12.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

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

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

ARTICLE 13: DEBT LIMITATION

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to COUNTY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

[Signature Page to Follow]

This Agreement will be effective upon the date on which it is signed by the COUNTY.

CONTRACTOR

COUNTY

CivilWorks, NW, Inc.

Clackamas County, Oregon

Chair: Jim Bernard


Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board

By: 
Dwayne Nelson, President

By: _____
Richard Swift, Director
Health, Housing and Human Services
Department

6-19-19
Date Signed

Date Signed

04-3733499
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

154103
Oregon Commercial Contractor's Board No.

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Agreement with Passport To Languages, Inc.,
for interpreter services to the Clackamas County Health Center patients

Purpose/Outcomes	Provide interpreter services to the Clackamas County Health Centers Division (CCHCD) clients utilizing various media to ensure access to an interpreter who specializes in the requested language.
Dollar Amount and Fiscal Impact	Contract maximum value is \$1,500,000. This agreement is funded through revenue generated from the fees for services provided at CCHCD.
Funding Source	No County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on December 31, 2023
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	No previous Board action
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	8370

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services (H3S) Department requests the approval of the Professional Services Agreement with Passport To Languages, Inc., for interpreter services for CCHCD patients.

Passport To Languages, Inc., provides interpreter services to the OHP patients seen at CCHCD clinics. These services are available by telephone, in writing, in person or through video conferencing, depending on the patient need. This is a Sole Source solicitation due to the exclusive funding provided by CareOregon to Passport To Languages, Inc., that pays for OHP patient interpreter services while at CCHCD clinics. The Sole Source Notice was posted on the County website on June 19, 2018 for seven (7) days in compliance with LCRB C-047-0275 rule and no protests were received during the protest period. This agreement has a total contract value of \$1,500,000. This agreement allows for no disruption in current services.

This agreement is effective July 1, 2018 and continues through December 31, 2023. County Counsel approved this agreement on June 18, 2018.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name below.

Richard Swift, Director
Health, Housing, and Human Services

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

for

Interpreter Services

Passport To Language, Inc.

Contract #8895

BOARD OF COUNTY COMMISSIONERS

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Don Krupp
County Administrator

Amy Council
Contract Analyst

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

Contract # 8895

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, hereinafter called "COUNTY", and PASSPORT TO LANGUAGES, INC., hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

A. CONTRACTOR agrees to accomplish the following work under this contract:

1. Provide interpretation services for COUNTY consumers in accordance with the procedures as described in Exhibit 1 attached.
2. 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. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
3. CONTRACTOR agrees to direct bill OHP clients.
 - a. Contractor will verify each client to confirm eligibility
 - b. Obtain OHP information at time of scheduling to identify the insurance type

B. Services required under the terms of this agreement shall commence July 01, 2018. This agreement shall terminate December 31, 2023.

II. COMPENSATION AND RECORDS

A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

1. The rate for telephone interpreting in all languages and at all hours is \$.95 per minute. For all connected calls there is a 5 minute minimum charge per call. There are no minimum monthly usage requirements for this program.
2. On-site interpreting is \$29.50 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour).
 - a. If an appointment is canceled less than 24 hours before the stated appointment time, or if the patient does not show for the stated appointment, the interpreter will be paid for the requested time (minimum of 1 hr). However, should there be a client in need of interpreter services that can be provided by the interpreter, and the appointment does not conflict with the interpreters' schedule, then the interpreter shall perform services at the same rates listed. In the event of a cancellation or no-show of the interpreter within 24 hours of the appointment the COUNTY will not be charged.
 - a) Public Health home visits: If an appointment is canceled less than 4 hours before the stated appointment time the interpreter will be paid for 2/3 the cost of the requested time. (minimum of 1 hr).

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

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3. Written translations are \$45.00 per hour with a 1 hour minimum.
4. Sign Language is \$65.00 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour/video available at same price).
5. Video Interpreting – VSEE application: available on-demand from 7:30am – 5:30 pm, Monday – Friday, for Spanish & Farsi. All other languages must be scheduled in advance. On-site interpreting is \$29.50 per hour. One-hour minimum, billed in 15 minute segments, (rounded up to the nearest quarter hour after the first hour).
7. All other languages must be scheduled 24 hours in advance:
 - o All other languages video- \$30.00 per HALF hour/ on site at Passport Studio.
 - o American Sign language video – \$70 per hour / on site at Passport Studio; One-hour minimum, billed in 15 minute segments, (rounded up to the nearest quarter hour after the first hour).

The total payment to CONTRACTOR shall not exceed **\$1,500,000.**

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.

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

1. CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. CONTRACTOR agrees that services performed that are more than 30 days old are not billable. The invoice shall list the contract #8895, dates of service, number of hours billed and the total amount due for all service provided during the month. Invoices shall be submitted to:

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

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract #8895 in the subject of the e-mail.

2. COUNTY shall pay CONTRACTOR directly for interpretation services within thirty (30) days of the Invoice date on CONTRACTOR's monthly Invoice.

If any sums remain unpaid by COUNTY for more than thirty (30) days from the date of CONTRACTOR's monthly Invoice, COUNTY shall be assessed one and one-quarter percent (1.25%) interest on such sum from the date due until paid. CONTRACTOR shall make all calculations required by this provision based upon the date the payment is received by CONTRACTOR from COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

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contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

- E. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

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 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/ \$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 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 to it.

2. **Commercial Automobile Liability**

Required by COUNTY Not required by COUNTY

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

3. **Professional Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

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general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Additional Insured Provisions

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5. Notice of Cancellation

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

6. Insurance Carrier Rating

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.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR 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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

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 contract.

- C. 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 CONTRACTOR and COUNTY.

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

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- D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.
1. COUNTY may terminate this contract 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 contract.
 - c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. 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.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.

PASSPORT TO LANGUAGES, INC.

Professional Services Contract

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- 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.
2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with 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 CONTRACTOR by reason of this agreement.
 3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
 4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer 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.
 6. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. 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 contract.
 - G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
 - H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

June 28, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Douglas Education Service District for Access to the Early Learning Reporting System and Training to Utilize the System

Purpose/Outcomes	Funding for training and access to the Early Learning Reporting System, which will be utilized to report Early Learning Hub program and fiscal data to the State Early Learning Hub
Dollar Amount and Fiscal Impact	\$7,150 No County General Funds are involved and no impact to the county
Funding Source	Oregon Department of Education Early Learning Division
Duration	Effective June 1, 2018 through June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8899

BACKGROUND:

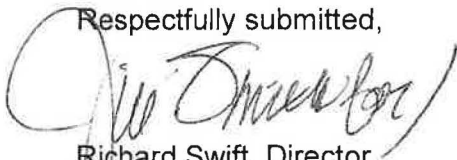
The Children, Youth and Families Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Douglas Education Service District for access to the Early Learning Reporting System (ELRS) and training to use the system. Clackamas Early Learning Hub program data will be reported to the state in ELRS.

This Agreement has a maximum value of \$7,150 and no county general funds are involved. It has been reviewed by County Counsel and becomes effective upon signature by all parties for services starting June 1, 2018 and terminating June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services



It is understood and agreed that Douglas Education Service District, hereinafter named Douglas ESD, and Clackamas County/Clackamas Early Learning Hub, hereinafter named HUB, do enter into an agreement for provision of the following services:

AUTHORITY FOR THIS AGREEMENT is found in ORS 190.003 to 190.110 Intergovernmental Cooperation, Section 2.

COOPERATIVELY, THE ESD AND THE HUB will communicate regularly in a timely manner about the operation of the program and suggest ideas for improved service. In addition, the responsibilities of the two parties will be as follows:

The Douglas ESD will:

- Provide a workspace within the ELRS (Early Learning Reporting System) platform, and provide state level templates.
- Provide training to TIUB staff. Training may include annual, regional on-site, Webinars, Videos, and FAQ's. Program and training details can be found at www.elrscooperative.douglas.k12.or.us
- Provide phone, trouble ticket and email support to TIUB staff. We will use our best efforts in handling all support calls, trouble tickets and/or emails in a timely manner.
 - Phone Support will be available Monday – Friday 8:30am – 4:30pm on Douglas ESD operating days
 - Support Ticketing System will be available through the website listed above
 - Email Support at elrsupport@douglasesd.k12.or.us
- Offer local level customization on a case by case basis. Terms to be negotiated separately.
- Provide confidentiality of TIUB information.

The HUB will:

- Identify 1-2 on-site system administrators/"super-users". The site administrator(s) will be primary contact(s) for communication and/or troubleshooting. The on-site administrator(s) will be required to attend regularly scheduled regional trainings.
- Be responsible for training regional providers including setting access level permissions of TIUB staff.
- Participate in ELRS group advisory committee.
- Work with Douglas ESD to standardize hub level practices and implementation.
- Purchase WiseFive software subscription separate from this agreement.
- **SERVICE PER THIS CONTRACT** under this agreement the TIUB will be provided the ELRS HUB Funding Package and ELRS Preschool Promise Package.
- **PERFORMANCE OF SERVICES** under this agreement shall begin on June 1, 2018 and remain in effect until June 30, 2019.
- **IN CONSIDERATION FOR SERVICES PERFORMED**, the Hub shall compensate the ESD \$7,150.00 (ELRS Hub package \$5,900.00, ELRS Preschool Promise package \$1,250.00) for services outlined in the agreement. The Hub shall make payment within 30 days after receipt of invoice that will be sent 10 days after contract is finalized unless prior arrangements have been made.

Such services shall meet all requirements as established by Oregon Revised Statutes (ORS), Oregon Administrative Rules, and federal law. The parties agree to comply with all applicable Federal, State, County and municipal regulations with respect to provision of the services described above. If employees are utilized by either party to perform these services, the employer will cover its employees by worker's compensation insurance and will pay all wages, withholding and benefits as required by Federal and State law. Both parties agree to hold the other Agency harmless, indemnify, and defend the other Agency for any and all actions, claims, suits or threats thereof arising out of property damage or injuries caused by their own Agency, its agents, employees, representatives, or assigns in performance of this agreement. Both parties, their agents, employees, representatives and assigns are prohibited from having any direct, unsupervised contact with school-aged children without first complying with state fingerprinting requirements.

This agreement is made and entered into by the two parties in the above agreement.

Attachments Yes No



 Michael Lasher, Superintendent Date
 Douglas Education Service District

6/6/2018

 Richard Swift, H3S Director Date
 On behalf of the County Commissioner

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Local Recipient Grant Agreement with Northwest Family Services
for Children of Incarcerated Parents and Parenting Inside Out Services

Purpose/Outcomes	Services include parenting education and coaching to improve parenting skills for 60-80 participants, and support services and mentoring for children whose parents are justice system involved. An additional 10-15 parents will be served in Community Corrections Substance Abuse Program (CSAP)
Dollar Amount and Fiscal Impact	\$210,000 No County Staff are funded through this Agreement
Funding Source	County General Funds (\$210,000)
Duration	Effective July 1, 2018 and terminates on June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney Cook, Director 503-650-5678
Contract No.	8819

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement with Northwest Family Services for Children of Incarcerated Parents Parenting Inside Out (CIP-PIO) parenting classes and youth mentoring and support. Services to be provided under this contract include: evidence-based parenting educational curriculum and coaching and youth mentoring and support services.

Funding for this Agreement is County General Funds. It has been reviewed and approved by County Counsel. It is effective upon signature for services starting July 1, 2018 and terminating June 30, 2019. It has a maximum value of \$210,000.

RECOMMENDATION:

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

Respectfully submitted,

 Richard Swift, Director
 Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CYF-8819 Program Name: <i>Children of Incarcerated Parents/Parenting Inside Out</i> Program/Project Number: CYF-8819	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Children, Youth & Families Division (COUNTY) and <u>Northwest Family Services</u> (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko Clackamas County Finance 2051 Kaen Rd. Oregon City, OR 97045 503-742-5435 mmorasko@clackamas.us	Program Manager: Sarah Van Dyke Clackamas County Children, Youth & Families Division 150 Beaver creek Rd. Oregon City, OR 97045 503-650-5685 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org FEIN: 93-0841022	Program Representative: Rose Fuller Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org

RECITALS

1. Northwest Family Services (RECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills in support of child well-being and family stability.
2. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services, including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: A minimum of 28 children and youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth will be referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state, and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parents and their children. Class participants will be connected to supportive community resources and services. Six Parenting Inside Out class series (12 sessions each) will be conducted with 60-80 parents and 75 children.

An additional 10-15 parents in the Corrections Substance Abuse Program (CSAP) will participate in family events involving a curriculum around the common core standards. These families will receive one-on-one coaching as part of reunification of parents with their children.
3. County General Fund dollars will be used to finance this Local Recipient Grant Agreement.
4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2018 and not later than June 30, 2019, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures made after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is \$210,000. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits B and D-1.

Failure to comply with the terms of this Agreement may result in withholding of payment and termination of the Agreement.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
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.
8. **Debt 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 law are deemed inoperative to that extent.
9. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the forms and instructions outlined in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance Reporting.** RECIPIENT must submit Performance Reports on a quarterly basis according to the schedule specified in Exhibit C: Performance Reporting Schedule. Quarterly Reports include Exhibits A-2: Work Plan Quarterly Report, A-3: Demographic Report, and A-4: Client Feedback Survey and Report. All reports must be submitted on templates provided, must reference this Agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **State Statutes.** RECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- b) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, its elected officials, officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **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). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its elected officials, agents, officers, and employees" as an additional insured, but only with respect to RECIPIENT's activities under this Agreement.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT 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.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Attached)

SIGNATURE PAGE TO RECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

RECIPIENT
Northwest Family Services
6200 SE King Rd.
Portland, OR 97222

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

By: 
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: 6/19/18

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 6/19/18

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1: SCOPE OF WORK

Program Description

Youth

- A minimum of 28 unduplicated core youth are referred by school, PreventNet, Homeless liaisons and other community partners will be met with weekly. (A minimum of 10 times per quarter).
- A minimum of 4 support groups will be established with a minimum of 5 elementary to middle school youth who participate in school-based support services.
- A minimum of 20 core youth will be matched with a mentor to provide individual support services.
- A minimum of 28 core youth will participate in a minimum of 3 field trips over the course of the year.

Adults

- Conduct a minimum of 6 series of 12 classes at accessible times and locations with a minimum 60 to 80 unduplicated parents and 75 unduplicated youth.
- Participating families will be linked to supportive community resources as identified.
- CSAP support will include implementation of a curriculum that matches the common core standards. Four times a year, NWFS staff will work with 10-15 parents at CSAP hosting a family group event. 10 – 15 CSAP parents will be served over the course of the year during these four events.
- Provide one-on-one coaching for 10-12 families referred by CSAP (2-3 families per quarter) as part of the reunification between parents and children.

Outcomes

Youth

- 100% of referred youth will be contacted within one week of initial referral.
- 95% of referred youth will have individualized case plans within 3 weeks of obtaining custodial adult consent.
- 95% of youth will have documented adverse childhood experiences.
- 85% of the core youth will demonstrate positive change in pro-social skills and targeted behaviors

Adults

- 80% of parents will report gaining skills necessary to improve parenting
- 95% of families will be linked to supportive community resources.
- 90% of the participants will indicate satisfaction on a client participation survey
- 85% of parents will experience an increase in at least one of the five domains of the Nurturing Parenting Scale.

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Youth & Families Division and include its logo. Media communications should also acknowledge CYF.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

June 28, 2018

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Consultant Services Agreement Amendment #4 with Lines for Life for Crisis Intervention and Triage Call Coverage

Purpose/Outcomes	Provides behavioral health crisis line intervention and triage call coverage services after hours and during holidays and weekends.
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$37,000 to extend the agreement by six (6) months, bringing the maximum to \$183,000.
Funding Source	No County General Funds are involved. State of Oregon OHP funds
Duration	Effective July 1 through December 31, 2018
Previous Board Action	N/A
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#7690-04

BACKGROUND:

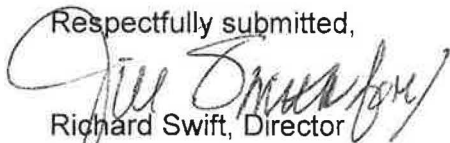
Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing & Human Services Department requests the approval of Amendment #4 to a Professional, Technical, and Consultant Services Agreement with Lines for Life to provide behavioral health crisis line intervention and triage call coverage services after hours, holidays, and weekends for our walk in crisis services clinic.

Amendment #4 adds \$37,000 to the agreement value for a revised maximum value of \$183,000 and extends the Agreement for an additional six months. The amendment, effective July 1, 2018 and terminating December 31, 2018, was reviewed and approved by County Counsel June 12, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services Department

**Agreement Amendment
Health, Housing and Human Services Department**

H3S Contract Number 7690 Board Agenda Number N/A
and Date _____

Division Behavioral Health Division Amendment No. 4

Contractor Lines for Life – Crisis Line

Amendment Requested By Mary Rumbaugh, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Agreement provides behavioral health crisis line intervention and triage call coverage services after hours, holidays, and weekends as mutually agreed upon by both parties.

This amendment adds an additional **\$37,000.00** to the Agreement and extends the Agreement six (6) months to maintain delivery of critical services.

Maximum compensation for this Agreement will not exceed **\$183,000.00**. This amendment is effective **July 1, 2018 through December 31, 2018**.

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

AMEND: 2.0 Term

Services provided under the terms of this agreement shall commence July 1, 2016 and shall terminate **June 30, 2018** 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.

TO READ:

Services provided under the terms of this agreement shall commence July 1, 2016 and shall terminate **December 31, 2018** 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.

AMEND: 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:

3.1.1 A base rate of **\$4,885.00** per month for up to **300** individual calls.

3.1.2 Calls in excess of **300** per month will be billed at **\$18.28** per call.

Total payment to CONTRACTOR shall not exceed **\$146,000**.

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.

TO READ:

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

3.1.1 A base rate of **\$4,885.00** per month for up to **300** individual calls.

3.1.2 Calls in excess of **300** per month will be billed at **\$18.28** per call.

Total payment to CONTRACTOR shall not exceed **\$183,000.00**.

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.

[Signature page follows]

SIGNATURE PAGE

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

LINES FOR LIFE

David E. Westbrook 6/11/18
Authorized Signature Date

David E. Westbrook COO
Name / Title (Printed)

126379-14
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

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

Signing on behalf of the Board:

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to form:

Kathleen Rastetter via email June 12, 2018
County Counsel Date

COPY

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
NARA Northwest for Culturally Specific Mental Health Services

Purpose/Outcomes	Provide culturally specific mental health services to Native American/Alaska Native children, adults and families.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$139,113.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8856

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Agency Services Contract #8856 with NARA Northwest, to provide culturally specific mental health services to Native American/Alaska Native children, adults, and families. Services may include evaluation, consultation, assessment, interpreter services, care coordination, case management, crisis intervention, skills training, and individual, family and group therapy. Services will be provided whenever possible by clinicians who have a thorough understanding and respect for cultural considerations.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum value of \$139,113.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

AGENCY SERVICES CONTRACT CONTRACT #8856

This Agency Services Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and NARA Northwest, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **culturally specific mental health services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide culturally specific services to clients.

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020**, unless terminated by one or both parties as provided for in paragraph 6.0 below. This Contract can be amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$139,113.00**.

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 described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, 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 and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment 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 Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.5 Access to Records and Facilities. County, 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 Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, Contractor shall

permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

3.5.1 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 Contract available to County upon request.

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

3.5.3 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.

3.5.4 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, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. Contractor shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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

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

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

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from County.

4.4 Independent Contractor. Contractor 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 Contractor.

4.5. Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

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

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify and hold County and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to Contractor's negligent or willful acts or those of its employees, agents or those under Contractor's control. Contractor is responsible for the actions of its own agents and employees, and County assumes no liability or responsibility with respect to Contractor's actions, employees, agents, volunteers, or otherwise with respect to those under its control.

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, DHS, 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 Contract.

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

5.2 Insurance. County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance noted in **Exhibit D**, Insurance.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action,

or suit between County and Contractor that arises out of or relates to performance under this Contract 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 Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 Contractor shall:

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

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

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

- i. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday;

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

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (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.

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

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer 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.**

5.10 Ownership of Work Product. All work products of the Contractor which result from this Contract are the exclusive property of County.

5.11 Integration. This Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Contracts.

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

6.0 Termination

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

6.2 Termination With Cause. County may terminate this Contract 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:

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** 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 **Health Share Risk Accepting Entity Contract.**

6.2.3 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 County has evidence that Contractor has endangered or is endangering the health or safety of clients, staff or the public. Contractor 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 Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor’s insurance as required in this Contract.

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

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

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be a Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

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

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

7.0 Notices

Any notice under this Contract 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:
NARA Northwest
1776 SW Madison
Portland, OR 97205

If to County:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards
- Exhibit L – Statement of General Conditions

(Signature page follows)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for
Transportation Services to Residents Living in Villebois Community Housing Site

Purpose/Outcomes	Provides on-demand transportation services to residents living in Villebois Community Housing site.
Dollar Amount and Fiscal Impact	Maximum agreement value is \$142,140.
Funding Source	No County General Funds are involved. Oregon Health Authority: 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153117.
Duration	Effective July 1, 2018 and terminates June 30, 2020
Previous Board Action	This is a renewal of Agreement #8232. Previous agreement was reviewed and approved by the Board of County Commissioners on August 24, 2017, Agenda Item 082417-A5.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	#8846

BACKGROUND:

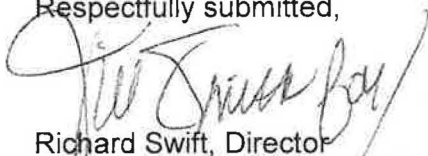
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville, to provide on-demand transportation services to residents living in Villebois Community Housing site located in Wilsonville, Oregon.

The contract is effective July 1, 2018 and terminates June 30, 2020. Maximum compensation is \$142,140. County Counsel reviewed and approved this contract on May 31, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE COUNTY OF CLACKAMAS, OREGON
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT
BEHAVIORAL HEALTH DIVISION**

AND

**SOUTH METRO AREA REGIONAL TRANSIT (SMART),
A DEPARTMENT OF THE CITY OF WILSONVILLE**

AGREEMENT # 8846

I. PURPOSE

This Agreement is entered into between Clackamas County, by and through its Department of Health, Housing and Human Services, Behavioral Health Division (County), and South Metro Area Regional Transit (SMART), a department of the City of Wilsonville (Contractor) for the cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for **providing transportation services to residents living in Villebois Community Housing.**

II. SCOPE OF WORK AND COOPERATION

Contractor agrees to provide transportation services more fully described in **Exhibit B**, Scope of Work.

III. COMPENSATION

County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$142,140.00**.

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

IV. LIAISON RESPONSIBILITY

Dwight Brashear, Transit Director, will act as liaison from Contractor for this project.

Nancy Benner, Program Supervisor, will act as liaison from County.

V. SPECIAL REQUIREMENTS

A. County and Contractor agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement

with the Oregon Department of Human Services, formerly known as Addictions and Mental Health Division (AMH).

- B. Within the limits of the Oregon Tort Claims Act, Contractor agrees to protect and save County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against County's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of County, and/or its agents, employees, subcontractors, or representatives under this Agreement.

Within the limits of the Oregon Tort Claims Act, County agrees to protect and save Contractor, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against Contractor's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor, and/or its appointed officials, agents, employees, subcontractors, or representatives under this Agreement.

- C. Access to Records. Each party to this Agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this Agreement which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. AMENDMENT

This Agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons.

Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. TERM OF AGREEMENT

This Agreement becomes effective **July 1, 2018 and terminates June 30, 2020.**

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

VIII. TERMINATION

In addition to the termination provisions in **Section VII** above, this Agreement may be terminated or suspended by either party upon the material non-compliance by the other party with any of its obligations under this Agreement. This Agreement may also be terminated at the discretion of either party upon 30 days' written notice to the other party.

SOUTH METRO AREA REGIONAL TRANSIT (SMART), CITY OF WILSONVILLE –
Intergovernmental Agreement (CHMP) #8846
Page 3 of 23

This Agreement consists of eight (8) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions
- Exhibit F: CMHP Service Element 20

(Signature page follows)

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
 Asian Health & Service Center for Culturally Specific Mental Health Services

Purpose/Outcomes	Provide culturally specific mental health and outreach services to Asian residents of Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$199,537.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8854

BACKGROUND:

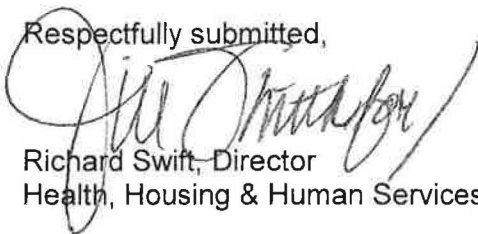
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Agency Services Contract #8854 with Asian Health & Service Center, to provide culturally specific mental health and outreach services to Asian residents of Clackamas County. Services may include evaluation, consultation, assessment, interpreter services, care coordination, case management, crisis intervention, skills training, and individual, family and group therapy. Services will be provided whenever possible by clinicians who have a thorough understanding and respect for cultural considerations.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$199,537.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services Department

Healthy Families. Strong Communities.

AGENCY SERVICES CONTRACT CONTRACT #8854

This Agency Services Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and **Asian Health & Service Center**, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **culturally specific mental health and outreach service** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide culturally specific services to clients.

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020**, unless terminated by one or both parties as provided for in paragraph 6.0 below. This Contract can be amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$199,537.00**.

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 described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, 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 and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment 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 Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.5 Access to Records and Facilities. County, 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 Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, Contractor shall

permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

3.5.1 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 Contract available to County upon request.

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

3.5.3 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.

3.5.4 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, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. Contractor shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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

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

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

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from County.

4.4 Independent Contractor. Contractor 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 Contractor.

4.5. Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

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

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify and hold County and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to Contractor's negligent or willful acts or those of its employees, agents or those under Contractor's control. Contractor is responsible for the actions of its own agents and employees, and County assumes no liability or responsibility with respect to Contractor's actions, employees, agents, volunteers, or otherwise with respect to those under its control.

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, DHS, 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 Contract.

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

5.2 Insurance. County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance noted in **Exhibit D**, Insurance.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action,

or suit between County and Contractor that arises out of or relates to performance under this Contract 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 Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 Contractor shall:

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

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

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

- i. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday;

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

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (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.

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

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer 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.**

5.10 Ownership of Work Product. All work products of the Contractor which result from this Contract are the exclusive property of County.

5.11 Integration. This Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Contracts.

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

6.0 Termination

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

6.2 Termination With Cause. County may terminate this Contract 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:

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** 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 **Health Share Risk Accepting Entity Contract.**

6.2.3 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 County has evidence that Contractor has endangered or is endangering the health or safety of clients, staff or the public. Contractor 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 Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor’s insurance as required in this Contract.

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

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

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be a Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

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

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

7.0 Notices

Any notice under this Contract 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:
Asian Health & Service Center
3430 SE Powell Boulevard
Portland, OR 97202

If to County:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards
- Exhibit L – Statement of General Conditions

(Signature page follows)

SIGNATURE PAGE

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

ASIAN HEALTH & SERVICE CENTER

COUNTY OF CLACKAMAS

Authorized Signature

Date

Richard Swift
Health, Housing, and Human Services

Date

Name / Title (Printed)

Approved as to Form:

481058-86
Oregon Business Registry #

Kathleen Rastetter via email
County Counsel

June 4, 2018

Date

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

COPY

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
 Lutheran Community Services Northwest for Culturally Specific Mental Health Services

Purpose/Outcomes	Provide culturally specific mental health and outreach services to the Russian immigrant population of Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$133,447.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8855

BACKGROUND:

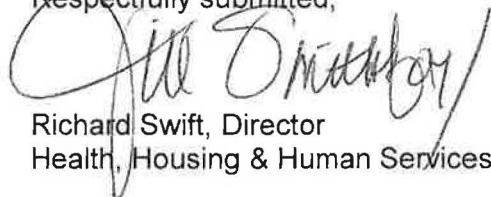
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Agency Services Contract #8855 with Lutheran Community Services Northwest, to provide culturally specific mental health and outreach services to the Russian immigrant population of Clackamas County. Services may include evaluation, consultation, assessment, interpreter services, care coordination, case management, crisis intervention, skills training, and individual, family and group therapy. Services will be provided whenever possible by clinicians who have a thorough understanding and respect for cultural considerations.

This Contract, reviewed and approved by County Counsel on June 4, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$133,447.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services Department

Healthy Families. Strong Communities.

**AGENCY SERVICES CONTRACT
CONTRACT #8855**

This Agency Services Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and **Lutheran Community Services Northwest**, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **culturally specific mental health services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which Contractor will contract with County to provide culturally specific services to clients.

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020**, unless terminated by one or both parties as provided for in paragraph 6.0 below. This Contract can be amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$133,447.00**.

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 described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, 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 and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment 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 Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.5 Access to Records and Facilities. County, 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 Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, Contractor shall

permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

3.5.1 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 Contract available to County upon request.

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

3.5.3 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.

3.5.4 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, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. Contractor shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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

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

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

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from County.

4.4 Independent Contractor. Contractor 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 Contractor.

4.5. Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

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

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify and hold County and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to Contractor's negligent or willful acts or those of its employees, agents or those under Contractor's control. Contractor is responsible for the actions of its own agents and employees, and County assumes no liability or responsibility with respect to Contractor's actions, employees, agents, volunteers, or otherwise with respect to those under its control.

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, DHS, 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 Contract.

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

5.2 Insurance. County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance noted in **Exhibit D**, Insurance.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action,

or suit between County and Contractor that arises out of or relates to performance under this Contract 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 Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 Contractor shall:

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

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

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

- i. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday;

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

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (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.

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

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer 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.**

5.10 Ownership of Work Product. All work products of the Contractor which result from this Contract are the exclusive property of County.

5.11 Integration. This Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Contracts.

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

6.0 Termination

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

6.2 Termination With Cause. County may terminate this Contract 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:

6.2.1 Terms of the **Health Share Risk Accepting Entity Contract** 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 **Health Share Risk Accepting Entity Contract.**

6.2.3 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 County has evidence that Contractor has endangered or is endangering the health or safety of clients, staff or the public. Contractor 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 Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor’s insurance as required in this Contract.

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

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

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be a Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

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

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

7.0 Notices

Any notice under this Contract 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:
Lutheran Community Services Northwest
4040 South 188th Street, Suite 300
SeaTac, WA 98188

If to County:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards
- Exhibit L – Statement of General Conditions

(Signature page follows)

COPY

June 28, 2018

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Professional, Technical & Consultant Services Contract with
Northwest Housing Alternatives, Inc. for Supported Housing Services

Purpose/Outcomes	This contractor provides supported housing services.
Dollar Amount and Fiscal Impact	Contract maximum value is \$144,000.
Funding Source	No County General Funds are involved. State of Oregon Choice Model contract.
Duration	Effective July 1, 2018 and terminates June 30, 2020
Previous Board Action	This is a renewal of contract #8225. The previous contract was reviewed and approved by the Board of County Commissioners on September 14, 2017, Agenda Item 091417-A3.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503.742.5305
Contract No.	#8838

BACKGROUND:

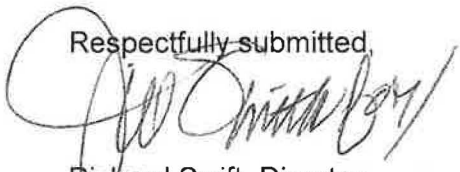
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional, Technical, and Consultant Services Contract #8838 with Northwest Housing Alternatives, Inc. for Supported Housing Services to residents of Clackamas County. Services provided to persons enrolled include assessment and housing location services, rental assistance, and housing stabilization services.

The contract is effective July 1, 2018 and continues through June 30, 2020 with a maximum payment not to exceed \$144,000. County Counsel reviewed and approved this contract on June 4, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing and Human Services Department

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT CONTRACT #8838

This Professional, Technical, and Consultant Services Contract (this "Contract") is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County" and **Northwest Housing Alternatives, Inc.**, hereinafter called "Contractor".

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **Support Housing services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$144,000.00**.

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 described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, 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 six (6) 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 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 Contract available to County upon request.

3.4.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of Contractor 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.

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 Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

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

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

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

4.2 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of County.

4.3 Independent Contractor. Contractor certifies that it is an independent contractor and not an employee or agent of County, State of Oregon or Federal government. Contractor is not an officer, employee or agent of 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 sole responsibility of Contractor.

4.4 Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

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

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify, save, hold harmless, and defend County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of 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 Contract.

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 Contract.

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

5.2 Insurance. County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance required in **Exhibit D**, Insurance.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between County and Contractor that arises out of or relates to performance under this Contract 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 Contract consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by Contractor 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 for the activity contracted herein except as set forth in this Contract.

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

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in **Exhibit D**, Insurance.

5.8.2 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 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:

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

5.8.4 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 Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of Contractor which result from this Contract are the exclusive property of County.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' written notice, 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 Contract 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:

- i. 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.
- ii. 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 Contract.
- iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If Contractor fails to provide services, outcomes, reports as specified by County in this Contract.
- v. 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 ten (10) days or such longer period as County may authorize.

6.3 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. Contractor and County shall continue to perform all duties and obligations under this Contract with respect to individuals under care of Contractor to the date of termination.

7.0 Notices

Any notice under this Contract 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:

Northwest Housing Alternative, Inc.
13819 SE McLoughlin Blvd
Milwaukie, OR 97222

If to County:

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

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

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – CMHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element(s)
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

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

Northwest Housing Alternatives, Inc.

COUNTY OF CLACKAMAS

Authorized Signature Date

Richard Swift Date
Health, Housing, and Human Services

Name / Title (Printed)

Approved as to Form:

158977-13
Oregon Business Registry #

Kathleen Rastetter via email June 4, 2018
County Counsel Date

Domestic Nonprofit Organization / Oregon
Entity Type / State of Formation

June 28, 2018

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Community Living for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites

Purpose/Outcomes	Agreement with Compass Group USA, Inc. d.b.a. Bateman Comm. Living to provide Food Service for five OAA funded meal sites in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$368,001 for a revised agreement maximum of \$731,861. Funded by Social Services Div. agreement with Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	Federal Older American Act (OAA) - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	070617-A7
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	8358-03

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval Amendment #3 to the Agency Service Contract with Compass Group USA, Inc., dba Bateman Community Living. This agreement provides funding for food services through Compass Group USA, Inc.; d.b.a. Bateman Community Living, to five Older Americans Act (OAA) funded senior nutrition program meal sites. The sites are located in Estacada, Gladstone, Oregon City, Molalla, and Sandy and provide meals for persons age 60 and over. These meals are served at the above Sites as either the noon meal served at the Senior Center or as Meals on Wheels® delivered by a volunteer. The goal of the program is to help residents meet their nutritional and social needs. This service helps them to remain independent and involved in the community as long as possible.

In December 2013 Social Services advertised for a contractor to provide Older American Act funded food services in Clackamas County during Fiscal Year 2014-15, with an option to renew for four additional years. Compass Group USA, Inc.; d.b.a. Bateman was the only responder so an agreement with them was negotiated. This is the final agreement under that RFP process.

Total amount of this Amendment is \$368,001 for up to 93,000 meals. This Amendment is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The contract began July 1, 2017 and continues through June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a faint, illegible background.

Richard Swift, Director
Health, Housing & Human Services

PROFESSIONAL SERVICES AGREEMENT AMENDMENT
Health, Housing and Human Services

H3S Contract#: 8358 Board Agenda #: 070617-A7
Division: Social Services Amendment Number: 3
Contractor COMPASS GROUP USA, Inc., dba BATEMAN COMMUNITY LIVING
Amendment Requested By: Brenda Durbin, CCSS Director
Changes: (X) Budget Change (X) Term Date Change

Justification for Amendment:

This is a budget and term adjustment that adds funding and units of service for ongoing delivery of food services into FY18-19. This results in an increase to the contract budget of \$368,001

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

This Amendment #3, when signed by COMPASS GROUP USA, Inc., dba BATEMAN COMMUNITY LIVING (AGENCY) and the Health Housing and Human Services Department/Social Services Division (COUNTY), herein referred to as SSD, on behalf of Clackamas County will become part of the Professional Services Agreement documents, superseding the original to the applicable extent indicated this Amendment complies with Local Contract Review Board Rules.

WHEREAS, the AGENCY and COUNTY entered into those certain Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the AGENCY and COUNTY desire to amend the Agreement pursuant to this Amendment; and

WHEREAS, the COUNTY and AGENCY desire to amend and restate the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the COUNTY and AGENCY hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restated Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than ***July 1, 2018*** and not later than ***June 30, 2019***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

Compass Group USA
Contract #8358-03

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$363,860.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:

Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$368,001.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

I. AMEND:

**Exhibit 3
 Budget and Units of Service**

A. BUDGET

The County's payment to the Agency will be based on the funding amounts specified and provision of the units of service according to this Exhibit. The per meal rate will be adjusted on a quarterly, or annual, basis to reflect the projected fiscal year end total meals provided. The projection will be calculated by both the Agency and the County and agreed upon.

The per meal rate will be calculated based on the following numbers:

No. of Meals	Rate/Meal	Maximum III-C1 Funds	Maximum III-C2 Funds	Maximum NSIP	Maximum Dollars
84,001 to 87,000	\$ 4.075	\$115,307	\$167,335	\$71,883	\$354,526
87,001 to 90,000	\$ 3.951	\$115,654	\$167,838	\$72,099	\$355,591
90,001 to 93,000	\$ 3.827	\$115,758	\$167,990	\$72,164	\$355,912
93,001 to 96,000	\$ 3.703	\$115,620	\$167,790	\$72,078	\$355,489
96,001 to 99,000	\$ 3.579	\$115,241	\$167,239	\$71,842	\$354,322
99,001 to 102,000	\$ 3.460	\$114,785	\$166,578	\$71,557	\$352,921
102,001 to 105,000	\$ 3.334	\$113,858	\$165,233	\$70,980	\$350,070
105,001 to 108,000	\$ 3.257	\$114,407	\$166,028	\$71,321	\$351,757
108,001 to 111,000	\$ 3.212	\$115,960	\$168,283	\$72,290	\$356,533
111,001 to 114,000	\$ 3.166	\$117,389	\$170,356	\$73,180	\$360,925
114,001 to 117,000	\$ 3.122	\$118,803	\$172,409	\$74,062	\$365,275
117,001 to 120,000	\$ 3.076	\$120,054	\$174,224	\$74,842	\$369,121
121,700 (at the 120,001 + rate.)	\$ 3.030	\$116,095	\$168,478	\$72,374	\$356,947

AGENCY agrees to provide the required match as specified in this Exhibit below. Match is calculated using the following formula: (Total Service Expenditures to be charged to Federal funds/.85) - (Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services) X .67. Example: 100/.85=118; 118-100=18; 18 X .67=12; the required match is 12.

AGENCY has indicated that match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

Compass Group USA
 Contract #8358-03

The total match amount required will vary based on the total III-C dollars paid out. See table below:

Maximum Meals for Rate	III-C Per Meal Rate	Total III-C Dollars	Match Required
87,000	\$3.249	\$282,643	\$33,418
90,000	\$3.150	\$283,492	\$33,519
93,000	\$3.051	\$283,748	\$33,549
96,000	\$2.952	\$283,410	\$33,509
99,000	\$2.853	\$282,480	\$33,399
102,000	\$2.758	\$281,363	\$33,267
105,000	\$2.658	\$279,091	\$32,998
108,000	\$2.597	\$280,435	\$33,157
111,000	\$2.561	\$284,243	\$33,608
114,000	\$2.524	\$287,744	\$34,022
117,000	\$2.489	\$291,212	\$34,432
120,000	\$2.452	\$294,278	\$34,794
121,700	\$2.338	\$284,573	\$33,647

The following is a breakdown of estimated annual meal deliveries for rate calculation for the first quarter of FY17/18:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	14,500	\$3.827	\$55,492
GLADSTONE	9,000	\$3.827	\$34,443
MOLALLA	17,500	\$3.827	\$66,973
PIONEER	34,750	\$3.827	\$132,988
SANDY	15,750	\$3.827	\$60,275
Totals	91,500		\$350,171

TO READ:

**Exhibit 3
 Budget and Units of Service**

A. BUDGET

The County's payment to the Agency will be based on the funding amounts specified and provision of the units of service according to this Exhibit. The per meal rate will be adjusted on a quarterly, or annual, basis to reflect the projected fiscal year end total meals provided. The projection will be calculated by both the Agency and the County and agreed upon.

The per meal rate will be calculated based on the following numbers:

No. of Meals	Rate/Meal	Maximum III-C1 Funds	Maximum III-C2 Funds	Maximum NSIP	Maximum Dollars
84,001 to 87,000	\$ 4.214	\$111,939	\$184,079	\$70,600	\$366,618
87,001 to 90,000	\$ 4.085	\$112,254	\$184,597	\$70,798	\$367,650
90,001 to 93,000	\$ 3.957	\$112,362	\$184,773	\$70,866	\$368,001
93,001 to 96,000	\$ 3.829	\$112,234	\$184,564	\$70,786	\$367,584
96,001 to 99,000	\$ 3.701	\$111,872	\$183,969	\$70,558	\$366,399
99,001 to 102,000	\$ 3.578	\$111,432	\$183,245	\$70,280	\$364,956
102,001 to 105,000	\$ 3.447	\$110,509	\$181,728	\$69,698	\$361,935
105,001 to 108,000	\$ 3.368	\$111,062	\$182,636	\$70,046	\$363,744
108,001 to 111,000	\$ 3.321	\$112,554	\$185,090	\$70,987	\$368,631
111,001 to 114,000	\$ 3.274	\$113,960	\$187,402	\$71,874	\$373,236
114,001 to 117,000	\$ 3.228	\$115,316	\$189,631	\$72,729	\$377,676
117,001 to 120,000	\$ 3.181	\$116,550	\$191,662	\$73,508	\$381,720
121,700 (at the 120,001 + rate.)	\$ 3.133	\$116,418	\$191,444	\$73,424	\$381,286

AGENCY agrees to provide the required match as specified in this Exhibit below. Match is calculated using the following formula: (Total Service Expenditures to be charged to Federal

Compass Group USA
 Contract #8358-03

funds/.85) - (Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services) X .67. Example: 100/.85=118; 118-100=18; 18 X .67=12; the required match is 12.

AGENCY has indicated that match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

The total match amount required will vary based on the total III-C dollars paid out. See table below:

Maximum Meals for Rate	III-C Per Meal Rate	Total III-C Dollars	Match Required
87,000	\$3.403	\$296,018	\$35,000
90,000	\$3.298	\$296,852	\$35,098
93,000	\$3.195	\$297,135	\$35,132
96,000	\$3.092	\$296,798	\$35,092
99,000	\$2.988	\$295,841	\$34,979
102,000	\$2.889	\$294,676	\$34,841
105,000	\$2.783	\$292,237	\$34,553
108,000	\$2.719	\$293,698	\$34,725
111,000	\$2.681	\$297,644	\$35,192
114,000	\$2.644	\$301,362	\$35,632
117,000	\$2.606	\$304,947	\$36,055
120,000	\$2.568	\$308,212	\$36,442
121,700	\$2.530	\$307,862	\$36,400


The following is a breakdown of estimated annual meal deliveries for rate calculation for the first quarter of FY18/19:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	15,500	\$3.957	\$61,334
GLADSTONE	9,000	\$3.957	\$35,613
MOLALLA	17,500	\$3.957	\$69,248
PIONEER	35,250	\$3.957	\$139,484
SANDY	15,750	\$3.957	\$62,323
Totals	93,000		\$368,001

Compass Group USA
Contract #8358-03

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

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

<p>Compass Group, USA, Inc dba: BATEMAN COMMUNITY LIVING</p>	<p>CLACKAMAS COUNTY</p>
<p>By: <u></u> Rodney Knauf, Regional Vice President Bateman Community Living</p>	<p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humbertson Commissioner: Paul Savas Commissioner: Martha Schrader</p>
<p><u>6/15/18</u> Date</p>	<p>Signing on Behalf of the Board: _____ Richard Swift, Director Department of Human Services</p>
<p>_____ Date</p>	

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD),
Coordinated Housing Access System

Purpose/Outcomes	This is a grant from HUD for the purpose of providing financial support to Clackamas County's Coordinated Housing Access system.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$31,928 revenue for a new contract total of \$63,856 and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with Community Development Block Grant (CDBG) - Housing Rights & Resources funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A7).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503) 655-8641
Contract No.	8271

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 16 different homeless housing programs in a centralized manner which is mandated by HUD.

The CC-CHA system has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that homeless persons seeking housing are referred to the type, level and duration of housing and services that best fit their need. During 2017, 1,031 adults were assessed for services and 974 were eligible for at least one homeless program. There were 125 housing openings resulting in 111 placements and 14 pending placements as of December 31, 2017.

The value of this grant agreement renewal is \$31,928 for a new contract total of \$63,856. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

Healthy Families. Strong Communities.


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

www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0218L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 31928_ for project number __OR0218L0E071702___. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 29026
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 2902

- | | |
|---|------|
| 1. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019___. 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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0218L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0218L0E071702	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

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

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

COPY

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
 U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE I Leasing Program, for the Purpose of Providing Permanent Housing

Purpose/Outcomes	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$264,109 for a new contract total of \$500,678 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A4).
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contract No.	8272

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. Approximately 15 households receive assistance each year.

The value of this grant agreement renewal is \$264,109 for a new contract total of \$500,678. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

Healthy Families. Strong Communities.

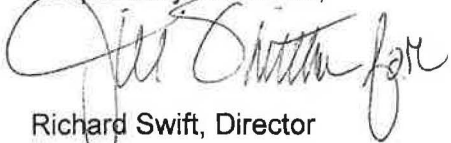
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard Swift".

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 264109 for project number __OR0100L0E071710__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 189540
h. Supportive services	\$ 62342
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 12227

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019___. 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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0100L0E071710	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

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

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 264109 for project number OR0100L0E071710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 189540
h. Supportive services	\$ 62342
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 12227

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019__ . 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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0100L0E071710	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
 U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
 for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing

Purpose/Outcomes	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$68,493 for a new contract total of \$130,674 in revenue and extends the agreement for one year.
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match which is met through Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	January 1, 2019 through December 31, 2019
Previous Board Action	The original agreement was approved by the Board on June 8, 2017 (060817-A10).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8296

BACKGROUND:

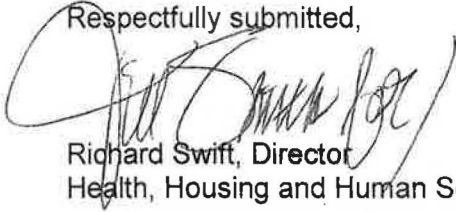
Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless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

The value of this grant agreement renewal is \$68,493 for a new contract total of \$130,674. The agreement is effective January 1, 2019 through December 31, 2019. This agreement was approved by County Counsel on June 12, 2018.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing and Human Services, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name and title.

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071706
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 68493 for project number OR0141L0E071706. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 61872
h. Supportive services	\$ 6000
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 621

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __01-01-2019__ and ends __12-31-2019__. 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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071706
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0141L0E071706	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

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

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD),
Housing Our Families

Purpose/Outcomes	This is a HUD grant which was created by reallocating two previous HUD grants for a new program effort entitled "Housing Our Families"
Dollar Amount and Fiscal Impact	The renewal amendment adds \$159,604 for a new contract total of \$315,332 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance funds.
Duration	October 1, 2018 through September 30, 2019
Previous Board Action	The original agreement was approved by the Board on April 27, 2017 (042717-A6).
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8276

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to rapidly re-house literally homeless families with children under 18. It will also provide funding to work with parenting youth and families who are reunifying and expect to have their children returned to their custody within 90 days after housing is obtained. The program intends to serve approximately 8 families.

The value of this grant agreement is \$159,604 for a new contract total of \$315,332. The agreement is effective October 1, 2018 through September 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,


Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0237L0E071701
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 159604 for project number __OR0237L0E071701__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 139608
h. Supportive services	\$ 7702
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 12294

I. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 10-01-2018 and ends 09-30-2019. 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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0237L0E071701
Effective Date: 5/15/2018
DUNS No.: 096992656

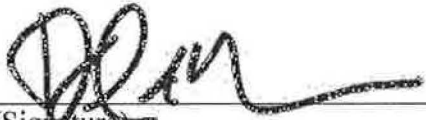
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0237L0E071701	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

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

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD),
Supportive Housing Program for the Housing Our Heroes Project

Purpose/Outcomes	This is a HUD grant for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$313,545 for a new contract total of \$615,558 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance (EHA) and Community Services Block Grant (CSBG) funds, and County General Funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the Board May 11, 2017 (051117-A6).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8301

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

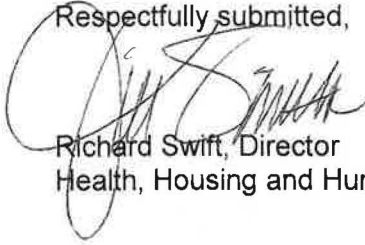
This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Approximately 18 households will be assisted annually.

The value of this grant agreement is \$313,545 for a new contract total of \$615,558. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name below.

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0217L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 313545 for project number OR0217L0E071702. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 222084
h. Supportive services	\$ 66884
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 24577

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins __07-01-2018__ and ends __06-30-2019__.
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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0217L0E071702
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0217L0E071702	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

June 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #1 from the
U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program
for the Rent Well Rapid Re-Housing Program

Purpose/Outcomes	This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families
Dollar Amount and Fiscal Impact	The renewal amendment adds \$120,369 for a new contract total of \$238,578 in revenue and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through County General Funds.
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A5).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contract No.	8277

BACKGROUND:

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Approximately 23 households will be assisted.

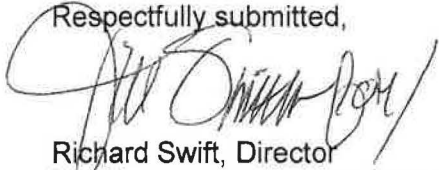
The value of this grant agreement is \$120,369 for a new contract total of \$238,578. The agreement is effective July 1, 2018 through June 30, 2019. This agreement was approved by County Counsel on June 12, 2018.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

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

Richard Swift, Director
Health, Housing and Human Services Department

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0177L0E071704
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
 SCOPE OF WORK for
 FY2017 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
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 \$ 120369 for project number __OR0177L0E071704__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. 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. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 34056
h. Supportive services	\$ 78114
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 8199

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 07-01-2018 and ends 06-30-2019. 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. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

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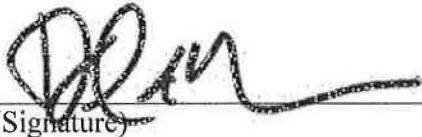
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0177L0E071704	Clackamas County	N/A	N/A

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

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

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

May 15, 2018
(Date)

RECIPIENT

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

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)