

# AGENDA

**Thursday, July 9, 2015 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-81

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. 2015 Small Grant Program Announcement (Caroline Hill, County Administration)

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

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

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

1. Approval of Addendum No. 1 to Agreement No. 14-0819 with Tri-County Metropolitan Transportation District of Oregon (TriMet) for the Mt Hood Express Bus Service – *Social Services*
2. Approval of Agreement No. 30730 with the Oregon Department of Transportation Rail and Public Transit Division for Mt Hood Express Preventative Maintenance and Transportation Services for Elderly and Disabled Residents of Boring – *Social Services*
3. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
4. Approval of Intergovernmental Agreement No.148991 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*
5. Approval of Renewal Intergovernmental with the State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program – *Public Health*
6. Approval of Amendment No. 3 to the Agreement with Oregon Health & Science University for Medical Emergency Services– *Public Health*

7. Approval of Amendment No.1 to the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
8. Approval of a renewal Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
9. Approval of an Intergovernmental Program Performance Agreement with Clackamas Education Service District for the Clackamas County Child Care Providers Program – *Children, Youth and Families*
10. Approval of an Agency Services Contract with Children’s Center for Child Abuse Medical Assessments - *Children, Youth and Families*
11. Approval of an Agency Services Contract with Clackamas Women’s Services for Shelter/Crisis Services and Advocacy/Community Education – *Children, Youth and Families*
12. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Housing Services – *Behavioral Health*
13. Approval of an Agency Service Agreement with Lifeworks, NW for Outpatient Treatment, Transitional Youth, Intensive Case Management, Psychiatric Day Treatment and Supported Employment – *Behavioral Health*
14. Approval of an Agency Service Contract with Catholic Community Services of Western Washington Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services – *Behavioral Health*
15. Approval of an Agency Service Agreement with Catholic Community Services of Western Washington for Emergency Department Crisis Stabilization Services and Diversion for Youth – *Behavioral Health*
16. Approval of an Intergovernmental Agreement with the Housing Authority of Clackamas County for the HOME Program to Provide Tenant-Based Rental Assistance for Low Income Households – *Housing & Community Development*
17. Approval of a Renewal Professional Services Agreement with Passport to Languages for Interpretation Services at the Clackamas County Health Centers – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 28737 with Oregon Department of Transportation for the S. Wilhoit Road at Rock Creek, MP 2.23
2. Approval of Amendment No. 1 to the Intergovernmental Agreement with Metro for the Clackamas Regional Center (CRC) Way-Finding System Project.

**C. Finance Department**

1. Approval of a Fiscal Year 2015-2016 Work and Financial Plan with the United States Department of Agriculture, Animal and Plant Health Inspection Services and Wildlife Services for Predator Management – (County Trapper)

**D. County Administration**

1. Approval of a Contract with SERA Architects Inc. for the Clackamas County Red Soils Master Plan Update and Strategic Planning Project - *Purchasing*

**E. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**F. Business & Community Services**

1. Board Order No. \_\_\_\_\_ Amending Board Order 2015-32, Approved April 23, 2015 to Reflect a Correction in the Legal Description for the Government Distribution to Metro for the Newell Creek Conservation Efforts
2. Approval of an Intergovernmental Agreement between Clackamas County Business and Community Services and the Northwest Economic Research Center at Portland State University for the Economic Impact of County Seat Operations Project

**G. Juvenile Department**

1. Approval of an Intergovernmental Agreement with Clackamas ESD to Provide Funding for a Part-time Employee and Flexible Spending Dollars for Wrap Around Services to Provide Services through the Youth Workforce Investment Act
2. Approval of Intergovernmental Agreement with the City of West Linn to Provide Work Crew Services so Youth Offenders Can Earn Stipends to pay Restitution to Victims and Court Fines & Fees

**H. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3374 with the Department of Revenue for Digital GIS Tax Lot Conversion

**IV. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 1 to the Memorandum of Understanding between Clackamas County Development Agency and Clackamas River Water
2. Approval of a Transfer of Development Agency Surplus Property to North Clackamas Parks and Recreation District
3. Approval of a Contract with PCR Inc. for the Government Camp Waterline Extension Project – *Purchasing*
4. Approval of a Contract with 3 Kings Environmental Inc. for the Construction of the SE 120<sup>th</sup> Ave. Extension into the Capps Road/Clackamas Industrial Area Opportunity Site Project - *Purchasing*

**V. WATER ENVIRONMENT SERVICES**

1. Approval to Renew an Agreement for Professional Engineering Services between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental Inc. for Process Engineering and Technical Assistance

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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

# Small Grants

Applications due August 17, 2015 by 5PM

For more information please contact Caroline Hill

503-655-8261

[Carolinehill@clackamas.us](mailto:Carolinehill@clackamas.us)

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

July 9, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Tri-County Metropolitan Transportation  
District of Oregon (TriMet) Agreement Addendum No. 1 to  
Agreement No. 14-0819 for Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	The Social Services Division asks for approval of a grant addendum with TriMet for the Mt Hood Express bus service. This grant addendum would extend funding for the next two years for the Villages Shuttle and preventative maintenance funds for the Mt Hood Express.
<b>Dollar Amount and Fiscal Impact</b>	This addendum would increase the original grant agreement by \$37,400 to provide additional funding for FY16. The maximum Agreement funding would be amended to \$314,355. Match funds will be provided by a public-private partnership with businesses in the Mt. Hood area. There would be no fiscal impact to the county.
<b>Funding Source</b>	State of Oregon Public Transit Division Special Transportation Funds Supplemental B and C Funds
<b>Safety Impact</b>	N/A
<b>Duration</b>	July 1, 2013 to June 30, 2017
<b>Previous Board Action</b>	Original agreement was approved on June 12, 2014 #061214-A5 by the Board of Commissioners.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division - 503-655-8641
<b>Contract No.</b>	6791

**Background**

The Social Services Division of the Department of Health, Housing and Human Services requests approval for a TriMet Match agreement addendum from the State of Oregon Special Transportation Funds to increase the original grant agreement by \$37,400 to a maximum Agreement of \$314,355. This addendum extends the agreement two additional years, funding scheduled maintenance for the Mt Hood Express transit and operational funding for the Villages Shuttle.

Clackamas County Social Services has received Special Transportation Funds (STF) to operate the Mt Hood Express transit for several years. ODOT has made additional STF supplemental funds available through TriMet, the regional STF funds distributor. This amendment increases the original grant agreement to disburse these additional supplemental funds.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public bus service since 2007. The Villages Shuttle provides transportation service between the City of Sandy and the Villages

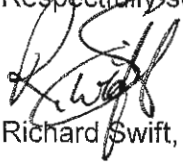
of Mt Hood. This shuttle provides accessible transportation for local residents to reach the business and social services available in the City of Sandy and beyond.

The addendum would have no effect on staffing and the match requirements would be met by the local business partners in a public-private partnership.

**Recommendation**

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

Respectfully submitted,

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

Richard Swift, Interim Director

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF  
OREGON  
AGREEMENT FOR DISBURSEMENT OF STATE OF OREGON PUBLIC  
TRANSIT DIVISION SPECIAL TRANSPORTATION FUNDS  
SUPPLEMENTAL B AND C FUNDS  
AGREEMENT NO. 14-0819  
ADDENDUM NO. 1**

**PARTIES:**

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

**RECITALS:**

1. Pursuant to Agreement No. 14-0819 ("Agreement"), TriMet disbursed to Provider Oregon Department of Transportation (ODOT) Public Transit Division STF funds to accomplish the Project as described therein, in accordance with the terms and conditions of ODOT Grant Agreement No. 29507, as amended by Amendment No. 1 ("Grant Agreement"). ODOT has made additional FY 13-15 STF Supplemental B and C Funds available to Provider for accomplishment of the Project.
2. The parties now desire to enter into this Addendum No. 1 to the Agreement for disbursement of the additional ODOT FY 13-15 STF Supplemental B and C Funds to Provider.

**AGREEMENTS:**

The Agreement is amended as follows:

1. The Project services and activities to be accomplished by Provider under this Agreement include those set forth in the documents entitled "Application" (numbers 6 and 7) which are attached and incorporated into this Addendum No. 1. This Addendum No. 1 also incorporates the terms and conditions of the Grant Agreement, as amended by the attached and incorporated Amendment No. 2.
2. The maximum amount of FY 13-15 STF Supplemental B and C Funds to be disbursed to Provider under this Addendum No. 1 is \$37,400. The maximum Agreement funding level set forth in Paragraph 8 Funding is hereby amended to \$314,355.
3. Paragraph 9 Term is amended to state that this Agreement shall be in effect from July 1, 2013 through June 30, 2017, unless terminated earlier as provided in this Agreement.

All other terms and conditions of Agreement No. 14-0819 are unchanged and remain in full force and effect.

**Clackamas County Social Services**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AMENDMENT NUMBER 2  
ODOT GRANT AGREEMENT NO. 29507  
TRI COUNTY METROPOLITAN TRANSPORTATION DISTRICT

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as State, and Tri County Metropolitan Transportation District, hereinafter referred to as Recipient, entered into an agreement on July 9, 2013, and Amendment 1 (one) on April 24, 2014. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the agreement referenced above, although remaining in full force and effect, shall be amended to add funds and revise the statement of work.

Page 1, Agreement, Paragraph 3, which reads:

3. Project Cost; Grant Funds. State shall provide Recipient Grant Funds in an amount not to exceed \$7,524,432.00. Recipient acknowledges and agrees that State may change the amount of Grant Funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.

Shall be deleted in its entirety and replaced with the following:

3. Project Cost; Grant Funds. State shall provide Recipient Grant Funds in an amount not to exceed \$9,576,063.00. Recipient acknowledges and agrees that State may change the amount of Grant Funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."



Tri County Metropolitan Transportation District/State of Oregon  
Agreement No. 29507

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

Tri County Metropolitan Transportation District/State of Oregon  
Agreement No. 29507

Tri County Metropolitan Transportation  
District, by and through its

State of Oregon, by and through its  
Department of Transportation

By Dee Brookshire  
(Legally designated representative)

By [Signature]  
H.A. (HAI) Gard  
Rail and Public Transit Division Administrator

Name DEE BROOKSHIRE  
(printed)

Date 2/17/15

Date 2/19/15

APPROVAL RECOMMENDED

By [Signature]

By Karyn Criswell

Name Alan Lehto  
(printed)

Date 1-29-15

Date 2/9/2015

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By \_\_\_\_\_

Recipient's Legal Counsel

By \_\_\_\_\_

Assistant Attorney General

Date \_\_\_\_\_

Name Keith Kutler by email

(printed)

**Recipient Contact:**

Dee Brookshire  
1800 SW First Avenue, Suite 300  
Portland, OR 97201  
1 (503) 962-4822  
brookshD@trimet.org

Date January 26, 2015

**State Contact:**

Karyn Criswell  
555 13th St. NE  
Salem, OR 97301-4179  
1 (503) 731-8461  
Karyn.C.CRISWELL@odot.state.or.us

**Revised Exhibit A  
 Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: TriMet STF Formula and STO Funds 13-15            13-15 STF Formula and STO Funds</b>				
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$5,106,037.00	\$5,106,037.00	\$0.00	
<b>Item #2: Operating</b>				
	\$1,898,654.00	\$1,898,654.00	\$0.00	
<b>Item #3: Operating</b>				
	\$633,360.00	\$633,360.00	\$0.00	
<b>Item #4: Operating</b>				
	\$1,418,271.00	\$1,418,271.00	\$0.00	
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$519,741.00	\$519,741.00	\$0.00	
<b>Sub Total</b>	\$9,576,063.00	\$9,576,063.00	\$0.00	
<b>Grand Total</b>	<b>\$9,576,063.00</b>	<b>\$9,576,063.00</b>	<b>\$0.00</b>	

• *Special Transportation Formula Funds (STFF)*

**1. PROJECT DESCRIPTION**

*Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Funding may be used for the following purposes: maintenance of existing transportation programs; expansion of existing transportation programs; creation of new programs and services; planning for, and development of, access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.*

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*The Special Transportation Fund (STF) Agency will distribute funds to the following approved subrecipients and projects. STF Agency retains authority over costs and allocations of STF dollars accepted and may shift STF dollars between the subrecipients and projects identified in this Exhibit A, as the STF Agency deems necessary. An amendment to this Agreement will be required if there are additional subrecipients or projects.*

**SUBRECIPIENT BUDGET JULY 1, 2013 THROUGH JUNE 30, 2014**

**SUBRECIPIENT: STF Agency (TriMet)**  
*Administrative Allotment: \$2,000  
 Operating In-District: \$464,883 (LIFT Operations-Base)*

**SUBRECIPIENT: Ride Connection**  
*Operating In-District: \$431,614  
 Operating Out-of-District \$47,957*

**SUBRECIPIENT: American Red Cross**  
*Operating In-District: \$96,787  
 Operating Out-of-District \$4,033*

**SUBRECIPIENT: Clackamas County Consortium-Expanded**

Tri County Metropolitan Transportation District/State of Oregon  
Agreement No. 29507

*Operating In-District: \$172,179*  
*Operating Out-of-District \$43,045*

*SUBRECIPIENT: Clackamas County-Base*  
*Operating In-District: \$101,717*  
*Operating Out-of-District \$25,429*

*SUBRECIPIENT: David's Harp*  
*Operating In-District: \$29,434*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: East Multnomah County U-Ride*  
*Operating In-District: \$79,322*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Metropolitan Family Services*  
*Operating In-District: \$68,005*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Neighborhood House*  
*Operating In-District: \$61,440*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: N.W. Pilot Project*  
*Operating In-District: \$58,071*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: NW/SW Ride Connection*  
*Operating In-District: \$103,642*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Portland Impact*  
*Operating In-District: \$74,999*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Providence ElderPlace*  
*Operating In-District: \$18,112*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Washington County U-Ride*  
*Operating In-District: \$207,714*  
*Operating Out-of-District \$10,932*

*SUBRECIPIENT: Sandy E and D Operations*  
*Operating In-District: \$91,200*  
*Operating Out-of-District \$22,800*

*SUBRECIPIENT: Wilsonville E and D Operations*  
*Operating In-District: \$100,000*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Canby E and D Operations*  
*Operating In-District: \$57,852*  
*Operating Out-of-District \$57,852*

*SUBRECIPIENT: Molalla E and D Operations*  
*Operating In-District: \$56,000*  
*Operating Out-of-District \$56,000*

Tri County Metropolitan Transportation District/State of Oregon  
Agreement No. 29507

*SUBSUBSUBRECIPIENTS: Mountain Express*  
*Operating In-District: \$10,000*  
*Operating Out-of-District \$0*

*SUBRECIPIENT BUDGET JULY 1, 2014 THROUGH JUNE 30, 2015*

*SUBRECIPIENT: STF Agency (TriMet)*  
*Administrative Allotment: \$2,000*  
*Operating In-District: \$464,883 (LIFT Operations-Base)*

*SUBRECIPIENT: Ride Connection*  
*Operating In-District: \$431,614*  
*Operating Out-of-District \$47,957*

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*Operating Out-of-District \$4,033*

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*SUBRECIPIENT: Clackamas County-Base*  
*Operating In-District: \$101,717*  
*Operating Out-of-District \$25,429*

*SUBRECIPIENT: David's Harp*  
*Operating In-District: \$29,434*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: East Multnomah County U-Ride*  
*Operating In-District: \$79,322*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Metropolitan Family Services*  
*Operating In-District: \$68,005*  
*Operating Out-of-District \$0*

*SUBRECIPIENT: Neighborhood House*  
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*Operating In-District: \$74,999*  
*Operating Out-of-District \$0*

Tri County Metropolitan Transportation District/State of Oregon  
Agreement No. 29507

*SUBRECIPIENT: Providence ElderPlace  
Operating In-District: \$18,112  
Operating Out-of-District \$0*

*SUBRECIPIENT: Washington County U-Ride  
Operating In-District: \$207,714  
Operating Out-of-District \$10,932*

*SUBRECIPIENT: Sandy E and D Operations  
Operating In-District: \$91,200  
Operating Out-of-District \$22,799*

*SUBRECIPIENT: Wilsonville E and D Operations  
Operating In-District: \$100,000  
Operating Out-of-District \$0*

*SUBRECIPIENT: Canby E and D Operations  
Operating In-District: \$57,852  
Operating Out-of-District \$57,852*

*SUBRECIPIENT: Molalla E and D Operations  
Operating In-District: \$56,000  
Operating Out-of-District \$56,000*

*SUBSUBSUBRECIPIENTS: Mountain Express  
Operating In-District: \$10,000  
Operating Out-of-District \$0*

*STF SUPPLEMENTAL BUDGET A UPON AMENDMENT, THROUGH JUNE 30, 2015  
The 2013 Special session of the Oregon Legislature allocated additional funds to the STF  
program. The STF agency will distribute funds to the following approved subrecipients and  
projects:*

*SUBRECIPIENT: American Red Cross  
Operating In-District: \$ 47,433  
Operating Out-of-District \$1,976*

*SUBRECIPIENT: Clackamas County Consortium - Base  
Operating In-District: \$ 30,901  
Operating Out-of-District \$3,433*

*SUBRECIPIENT: Clackamas County Senior Services  
Operating In-District: \$ 33,447*

*SUBRECIPIENT: Clackamas County Sequestration Mitigation  
Operating In-District: \$ 17,568  
Operating Out-of-District \$1,952*

*SUBRECIPIENT: Clackamas County TRP Van Service  
Operating In-District: \$ 23,355*

*SUBRECIPIENT: Clackamas County TRP Volunteer Mileage  
Operating In-District: \$ 56,696*

*SUBRECIPIENT: Rural Washington County U-Ride  
Operating In-District: \$ 167,394  
Operating Out-of-District \$14,556*

Tri County Metropolitan Transportation District/State of Oregon  
Agreement No. 29507

*SUBRECIPIENT: Impact NW  
Operating In-District: \$46,226*

*SUBRECIPIENT: JARC Catch a Ride  
Operating In-District: \$58,864*

*SUBRECIPIENT: Lake Oswego, Shuttle In the Woods  
Operating In-District: \$23,448*

*SUBRECIPIENT: Metropolitan Family Services  
Operating In-District: \$59,719*

*SUBRECIPIENT: Ride Connection, Dialysis Pilot Project  
Operating In-District: \$ 205,767  
Operating Out-of-District \$22,863*

*SUBRECIPIENT: Ride Connection Cost CPI Adjustment  
Operating In-District: \$ 70,979  
Operating Out-of-District \$7,887*

*SUBRECIPIENT: TriMet LIFT Operations  
Operating In-District: \$388,816*

*SUBRECIPIENT: Clackamas County Mt Hood Express Shuttle  
Operations & Vehicles Out-of-District: \$27,495*

*SUBRECIPIENT: City of Canby  
Operating In-District: \$ 49,440  
Operating Out-of-District \$32,960*

*SUBRECIPIENT: City of Sandy  
Capital - Vehicle Replacement In-District: \$ 60,000  
Capital - Vehicle Replacement Out-of-District \$20,000*

*SUBRECIPIENT: City of Wilsonville (SMART)  
Operating In-District: \$24,000*

*SUBRECIPIENT: South Clackamas Transportation District  
Operating and vehicle maintenance In-District: \$48,000  
Operating and vehicle maintenance Out-of-District: \$32,000*

*SUBRECIPIENT: Ride Connection  
Capital - Technology In-District: \$193,500  
Capital - Technology Out-of-District: \$21,500*

*SUBRECIPIENT: Ride Connection  
Capital - Vehicle Replacements In-District: \$108,479*

*STF SUPPLEMENTAL B AND C BUDGET UPON AMENDMENT, THROUGH JUNE 30, 2015*

*In December 2014, the State of Oregon Legislature allocated additional general funds to the STF program. The STF agency will distribute funds at its discretion to the approved subrecipients and projects.*

*SUBRECIPIENT: TriMet  
Operating In-District: \$1,873,469  
Operating Out-of-District: \$208,163*

3. PROJECT ACCOUNTING and SPENDING PLAN

TriMet (STF Agency) will receive and disburse STF moneys from a separate governmental fund. Any money realized as a result of interest accrued will be added to the moneys and will be reported to State.

See distribution above for estimated spending plan.

- **SPECIAL TRANSPORTATION OPERATING (STO):**  
The STF Agency will distribute STO funds (availability of funds is contingent on budget action by the State of Oregon Legislature) to the following approved subrecipients and projects. The STF Agency retains authority over costs and allocations of STF dollars accepted and may shift STF dollars between subrecipients and projects identified in this Exhibit A, as the STF Agency deems necessary. An amendment to this Agreement will be required if there are additional subrecipients or projects.

The uses of funds of Special Transportation Operating funds are limited to operating expense defined by OAR 732-005-0010(19): "Operating Expense" means the costs associated with the provision of transportation services. Operating expense does not include expenses associated with procuring or leasing capital equipment. Common operating expenses include, and are not limited to: personnel, insurance, utilities, vehicle and facility maintenance, professional and technical services, security, fuel and tires, purchased transportation services, personnel training, communication and technology maintenance, marketing/public information, and planning integral to the provision of transit services.

SUBRECIPIENT BUDGET JULY 1, 2013 THROUGH JUNE 30, 2015

SUBRECIPIENT: STF Agency (TriMet LIFT Operations-Base)  
Operating: \$96,302

SUBRECIPIENT: Ride Connection, Inc.  
Operating: \$96,764

SUBRECIPIENT: Ride Connection, Inc.  
Operating the following services:  
American Red Cross: \$20,558  
Clackamas County Consortium - Expanded: \$43,888  
Clackamas County Consortium-Base \$25,928  
David's Harp: \$6,002  
East Multnomah County U-Ride: \$16,176  
Metropolitan Family Services: \$13,868  
M Jewish CC/Neighborhood House: \$12,528  
N.W. Pilot Project: \$11,842  
N.W. Portland Ministries: \$22,162  
Portland Impact: \$15,294  
Providence ElderPlace: \$3,694  
Washington County U-Ride: \$44,586

SUBRECIPIENT: Clackamas County Mountain Express: \$2,036

SUBRECIPIENT: Sandy E and D Operations: \$22,560

SUBRECIPIENT: Wilsonville E and D Operations: \$19,814

SUBRECIPIENT: Canby E and D Operations: \$23,552

SUBRECIPIENT: Molalla E and D Operations: \$22,188



**Revised Exhibit B**

**Financial Information**

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This Agreement is financed by the funding source indicated below:

<b>State Program</b>	<b>State Funding Agency</b>		<b>Total State Funding</b>
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>\$9,576,063.00</b>

<b>Administered By</b>
Public Transit Division 555 13th St. NE Salem, OR 97301-4179

6

*Tri-County Area*

# APPLICATION

*Special Transportation Formula (STF)  
FY14 & FY15 Supplemental B and C STF Funds*

Supplemental Preventative Maintenance Funds

Mt Hood Express

Clackamas County Social Services



**FY16 & FY17 and FY14 & FY15 Supplemental STF FORMULA  
GRANT APPLICATION**

**I. Organization's Information**

**Name of Organization:** Clackamas County Social Services

**Contact Person:** Teresa Christopherson

**Address:** PO Box 2950, Oregon City, OR 97045

**Telephone:** 503-650-5718

**E-Mail:** teresachr@clackamas.us

**FAX:** 503-655-8889

**Type of Organization (mark one):**

Public Entity	<input checked="" type="checkbox"/>
Private non-profit	<input type="checkbox"/>

**Provider's geographic area of service is (mark one):**

Inside the TriMet Service District	<input type="checkbox"/>
Outside the TriMet Service District	<input checked="" type="checkbox"/>
Both Inside and Outside of the TriMet Service District	<input type="checkbox"/>

**Geographic area to be served (please indicate the geographic features that define your service area such as streets, rivers or jurisdictional boundaries):**

North Boundary	
East Boundary	
South Boundary	
West Boundary	
Other General Geographic Area (ex Canby School District)	Highway 26 and Timberline Highway from the City of Sandy to Timberline Lodge

*Optional* – please provide a map of your service area as a separate, single page, letter sized attachment.

**Days and Hours of Operation:**

<b>Days</b>	<b>Hours</b>
Monday	5:15am to 11:28pm
Tuesday	Same
Wednesday	Same
Thursday	Same
Friday	Same
Saturday	Same
Sunday	Same
Please list any planned periods of service closure greater than 3 days. (ex. Closed the last week of December)	

**II. Funding Proposal**

**Project Title: Mt Hood Express Supplemental Preventative Maintenance Funds**

**Start Date: July 1, 2016**

**Underline Proposed Funding Source: 1. FY16 & FY17 STF or 2. Supplemental B and C funds**

**Underline Funding Request Type:**

1. Continuation of existing service at same level of service
2. Expansion of existing service
3. New service
4. Capital request
5. Other

**Total Transportation Program Cost by Year:**

	<b>Year 1</b>	<b>Year 2</b>
	<b>\$531,646</b>	<b>\$575,951</b>

**STF Grant Request by Year:**

	Year 1	Year 2
<b>Supplemental</b>		
<b>FY16 &amp; FY17</b>	<b>\$3,000</b>	<b>\$7,000</b>

**Amount of other funds leveraged to support the total transportation program:** (list county contributions, STF Discretionary funds, donations, other):

<b>Contribution/Source</b>	<b>Number of Units/Hours</b>	<b>Amount</b>	<b>% of Program Funding</b>
<b>ODOT 5311</b>	N/A	<b>\$203,284</b>	<b>18%</b>
<b>ODOT 5310 PM</b>	N/A	<b>\$61,914</b>	<b>6%</b>
<b>County funds</b>	N/A	<b>\$179,000</b>	<b>16%</b>
<b>FLAP Grant</b>	N/A	<b>\$486,599</b>	<b>44%</b>
<b>Private Contributions</b>	N/A	<b>\$118,800</b>	<b>11%</b>
<b>STF Villages</b>	N/A	<b>\$27,400</b>	<b>2%</b>
<b>STF Formula</b>	N/A	<b>\$20,600</b>	<b>2%</b>
<b>STF Grant Request</b>		<b>\$10,000</b>	<b>1%</b>

**STF Formula Project Type Category (mark one):**

Direct Service	<b>X</b>
Mobility Management/Coordination	
Both Direct Service and Mobility Management/Coordination	

**Program Description (limit 900 words)**

The Mt. Hood Express (formerly the Mountain Express) provides both commuter and point deviated fixed route bus service between the City of Sandy and various destinations along the Highway 26 corridor, ending at Timberline Lodge on Mt Hood. The Mt Hood Express (MHX) provides fully accessible public transit service for employment, recreation and other needs for both local residents of Clackamas County as well as visitors from the Metro area and beyond. The

service has expanded regional transit connectivity by linking in to the City of Sandy's service which provides connection to TriMet's light rail and bus service in Gresham. The service underwent a significant redesign starting in Oct, 2013 to ensure continuity of the service and to meet customer needs.

The MHX provides two types of transit bus service: commuter and point deviated fixed route. The commuter service provides six runs seven days per week between Sandy and Timberline Lodge during the summer season (April 1 to November 30) beginning at 5:15am and ending at 8:58pm. During the winter season (December 1 to March 31), the service provides a total of seven commuter runs daily from 5:15am to 11:28pm to address the expanded employment and recreational opportunities available in Government Camp and surround locales. Service has been coordinated with primary employers in the area to address shift start and stop times and to provide appropriate access to recreational users of the service as well. The runs are also designed to provide connections to Sandy and the Metro area that meet the employment and other access needs of westbound travelers who reside in the Villages at Mt Hood and Government Camp. These commuter runs have a limited number of stops, mostly associated with park and ride locations, and are fully accessible.

The point deviated fixed route (the Villages Shuttle) runs follow the model established by the Mountain Express service prior to the redesign that resulted in the commuter runs. Three runs are offered daily Monday to Friday in the morning, mid-day and late afternoon. Route deviations occur on request by calling the SAM/MHX dispatch center and these runs will also make "flag stops" and pick people up along the route at any point. The Villages shuttles begin in Sandy and end in Rhododendron. They are considered a vital link to meeting the needs of local residents, particularly those with mobility access needs.

The service is marketed in a variety of ways. Our new website [www.mthoodexpress.com](http://www.mthoodexpress.com) provides up to date information about the service and will expand over the next six months to include links to activities, events and other transit services. We broadly distribute

brochures locally and regionally and work closely with our private partners to promote the use of the bus service.

**Do your program activities preserve existing service and/or provide new service?** (describe how the project preserves existing service or provides new or expanded service) (limit 200 words)

We are requesting a small amount of additional funding to supplement our preventative maintenance budget as we anticipate that our aging fleet will have increasing maintenance expenses associated particularly with FY16-17. The Mt Hood Express currently operates with a small fleet of five vehicles, including three large transit coaches and two cutaways. While one cutaway is scheduled to be replaced, the second vehicle will not be eligible for replacement until after this biennium. We also anticipate, based on the very large number of miles we place on vehicles due to the 70 miles round trip between Timberline and Sandy, as well as stress placed on vehicles due to grade and weather conditions, that our preventative maintenance needs will increase for our larger vehicles. This application will allow us to continue to provide a high level of preventative maintenance and minor repairs to keep our small fleet safe and operational for the period of this grant cycle.

**Do you coordinate between providers to avoid duplication?** (describe what level of coordination between partners is done and how duplication is avoided) (limit 200 words)

As the only public transit provider in this area, no duplication of services occurs. We partner very closely with the City of Sandy's transit service to provide excellent connectivity with their bus service and to maintain efficiencies for both services, such as interlining buses on weekends. We also work closely with the area senior center and local businesses to address the needs of their employees and customers.

**Is your program cost-effective?** (describe average cost per ride, cost per mile and cost per hour) (limit 200 words)

We have preserved a fare structure of only \$2.00 per one-way trip to continue to make this service accessible to individuals on fixed or limited incomes. We also offer reduced fare ticket books for \$1.50 per trip. This makes the service very affordable for its users and increases its accessibility to vulnerable individuals who may not have financial resources for more expensive services. In addition, we offer a \$5 per day interline pass in partnership with the City of Sandy to provide a more affordable all day option.

The estimated cost per ride is \$11.26 based on anticipated ridership over two years of 98,400. The service is anticipated to average 15,000 miles per month for a cost per mile of \$3.08 per mile and a cost per hour of \$81.44. While the cost per hour and mile seem high, they are vastly outweighed by the savings resulting from the use of public transit in place of private vehicles. Timberline Lodge alone averages 1.9 million visitors per year. The estimated rides will reduce at least 20,000 vehicle trips per year with an occupancy of 2.5 persons per vehicle. These reduced vehicle trips will result in saving in fuel consumption, with projected savings based on a 70 mile round trip in a car getting 22 miles per gallon at \$3.50 per gallon of over \$222,000. This is a conservative estimate based on very local use of the service as a round trip between Sandy and Timberline is 70 miles and many trips to Government Camp and Timberline start in locations further away than Sandy. The reduced vehicle trips will also reduce emissions which harm the environment and will address issues around parking in the recreational areas.

In addition, 20,000 fewer vehicles on the road can have profound safety impacts. Highway 26 experiences an average of 150 days of congestion per year and suffers from as many as 60 crashes per month during the treacherous winter months. Public transit service can reduce the number of vehicles on the road and increase safety for travelers, both individuals and families, accessing Mt. Hood

**Does your program address one or more of the strategy recommendations in the Tri-County Elderly and Disabled Transportation Plan (EDTP) or improves service coverage as recommended in the EDTP? (describe activities) (limit 200 words)**



The project implements strategies as recommended in the EDTP in several key areas. The Mountain Express is listed in Section 2 as an existing program and its deviated fixed route structure is recommended as a possible service strategy for underserved areas on Page 3-3 of the EDTP.

The expansion of Mountain Express to reach the Government Camp area addresses the Strategic Initiative (page 5-6) regarding Coordinated Planning and Operations. This expansion of fixed route service represents an innovative partnership between private and public interests and also brings the involvement of other interested parties, including the Forest Service and ODOT to the table. The project also improves regional connectivity (p. 5-8)

The program also fits within the following EDTP implementation strategies:

Priority 6-1: Preserve existing cost-effective services: The Mountain Express, as an existing service, provides a cost effective alternative transit strategy for seniors and person with disabilities in the Hoodland area.

Priority 6-1 Address service gaps in public transit services. The Government Camp area does not have any transit services.

The Mountain Express also meets other priority criteria, such as coordination of services, coordination with private partners, etc.

### III. Budget and Ridership Information

#### A. Budget Information

-- **Governmental Organizations**, please complete the FY16 and FY17 projected budgets for your projects here:

Name of Organization	FY16 Projected	FY17 Projected
Ridership	48,000	50,400
<i>Operations Costs</i>		
Fuel	\$95,245	\$103,183
Maintenance	\$41,239	\$44,675
Dispatch		

Operators		
Admin Insurance/Eligibility/Other	\$74,671	\$80,894
Other (Contracted Service)	\$320,491	\$347,199
Vehicle Hours	6800	6800
Vehicle Miles	180,000	180,000

7

*Tri-County Area*

# APPLICATION

*Special Transportation Formula (STF)  
FY14 & FY15 Supplemental B and C STF Funds*

Villages Shuttle Service

Mt Hood Express

Clackamas County Social Services



**FY16 & FY17 and FY14 & FY15 Supplemental STF FORMULA  
GRANT APPLICATION**

**I. Organization's Information**

**Name of Organization:** Clackamas County Social Services

**Contact Person:** Teresa Christopherson

**Address:** PO Box 2950, Oregon City, OR 97045

**Telephone:** 503-650-5718

**E-Mail:** teresachr@clackamas.us

**FAX:** 503-655-8889

**Type of Organization (mark one):**

Public Entity	<input checked="" type="checkbox"/>
Private non-profit	<input type="checkbox"/>

**Provider's geographic area of service is (mark one):**

Inside the TriMet Service District	<input type="checkbox"/>
Outside the TriMet Service District	<input checked="" type="checkbox"/>
Both Inside and Outside of the TriMet Service District	<input type="checkbox"/>

**Geographic area to be served** (please indicate the geographic features that define your service area such as streets, rivers or jurisdictional boundaries):

North Boundary	
East Boundary	
South Boundary	
West Boundary	
Other General Geographic Area (ex Canby School District)	Highway 26 and Timberline Highway from the City of Sandy to Timberline Lodge

*Optional* – please provide a map of your service area as a separate, single page, letter sized attachment.

**Days and Hours of Operation:**

<b>Days</b>	<b>Hours</b>
Monday	5:15am to up to 11pm
Tuesday	Same
Wednesday	Same
Thursday	Same
Friday	Same
Saturday	Same
Sunday	Same
Please list any planned periods of service closure greater than 3 days. (ex. Closed the last week of December)	

**II. Funding Proposal**

**Project Title: Mt Hood Express Villages Shuttle Service**

**Start Date: July 1, 2016**

**Underline Proposed Funding Source: 1. FY16 & FY17 STF or 2. Supplemental B and C funds**

**Underline Funding Request Type:**

1. Continuation of existing service at same level of service
2. Expansion of existing service
3. New service
4. Capital request
5. Other

**Total Transportation Program Cost by Year:**

	<b>Year 1</b>	<b>Year 2</b>
	\$531,646	\$575,951

**STF Grant Request by Year:**

	Year 1	Year 2
Supplemental		
FY16 & FY17	\$13,700	\$13,700

**Amount of other funds leveraged to support the total transportation program:** (list county contributions, STF Discretionary funds, donations, other):

Contribution/Source	Number of Units/Hours	Amount	% of Program Funding
ODOT 5311	N/A	\$203,284	18%
ODOT 5310 PM	N/A	\$61,914	6%
County funds	N/A	\$179,000	16%
FLAP Grant	N/A	\$486,599	44%
Private Contributions	N/A	\$118,800	11%
STF / STO PM	N/A	\$10,000	1%
STF Formula	N/A	\$20,600	2%
<b>STF Grant Request</b>		<b>\$27,400</b>	<b>2%</b>

**STF Formula Project Type Category (mark one):**

Direct Service	<input checked="" type="checkbox"/>
Mobility Management/Coordination	<input type="checkbox"/>
Both Direct Service and Mobility Management/Coordination	<input type="checkbox"/>

**Program Description (limit 900 words)**

The Mt. Hood Express (formerly the Mountain Express) provides both commuter and point deviated fixed route bus service between the City of Sandy and various destinations along the Highway 26 corridor, ending at Timberline Lodge on Mt Hood. The Mt Hood Express (MHX) provides fully accessible public transit service for employment, recreation and other needs for both local residents of Clackamas County as well as visitors from the Metro area and beyond. The

service has expanded regional transit connectivity by linking in to the City of Sandy's service which provides connection to TriMet's light rail and bus service in Gresham. The service underwent a significant redesign starting in Oct, 2013 to ensure continuity of the service and to meet customer needs.

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The service is marketed in a variety of ways. Our new website [www.mthoodexpress.com](http://www.mthoodexpress.com) provides up to date information about the service and will expand over the next six months to include links to activities, events and other transit services. We broadly distribute

brochures locally and regionally and work closely with our private partners to promote the use of the bus service.

**Do your program activities preserve existing service and/or provide new service?** (describe how the project preserves existing service or provides new or expanded service) (limit 200 words)

We hope to continue the restoration of one Villages shuttle run to address the needs of local residents, particularly those with mobility needs. One of the inadvertent consequences of the 2013 redesign was the impact of losing a Villages shuttle run in the morning. This eliminated connectivity with Sandy's Estacada run, which was frequently used by Villages residents, and also reduced the opportunities for accessing bus service route deviations and flag stops for residents needing additional access services. Clackamas County restored a morning run on the Villages shuttle service to address these needs in 2014 with the support of STF. The approval of this application will allow us to continue to provide three runs daily Monday to Friday and provide a valuable link for citizens of this rural area who are transit dependent.

**Do you coordinate between providers to avoid duplication?** (describe what level of coordination between partners is done and how duplication is avoided) (limit 200 words)

As the only public transit provider in this area, no duplication of services occurs. We partner very closely with the City of Sandy's transit service to provide excellent connectivity with their bus service and to maintain efficiencies for both services, such as interlining buses on weekends. We also work closely with the area senior center and local businesses to address the needs of their employees and customers.

**Is your program cost-effective?** (describe average cost per ride, cost per mile and cost per hour) (limit 200 words)

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limited incomes. We also offer reduced fare ticket books for \$1.50 per trip. This makes the service very affordable for its users and increases its accessibility to vulnerable individuals who may not have financial resources for more expensive services. In addition, we offer a \$5 per day interline pass in partnership with the City of Sandy to provide a more affordable all day option.

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**Does your program address one or more of the strategy recommendations in the Tri-County Elderly and Disabled Transportation Plan (EDTP) or improves service coverage as recommended in the EDTP? (describe activities) (limit 200 words)**

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recommended as a possible service strategy for underserved areas on Page 3-3 of the EDTP.

The expansion of Mountain Express to reach the Government Camp area addresses the Strategic Initiative (page 5-6) regarding Coordinated Planning and Operations. This expansion of fixed route service represents an innovative partnership between private and public interests and also brings the involvement of other interested parties, including the Forest Service and ODOT to the table. The project also improves regional connectivity (p. 5-8)

The program also fits within the following EDTP implementation strategies:

Priority 6-1: Preserve existing cost-effective services: The Mountain Express, as an existing service, provides a cost effective alternative transit strategy for seniors and person with disabilities in the Hoodland area.

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### III. Budget and Ridership Information

#### A. Budget Information

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Dispatch		
Operators		
Admin	\$74,671	\$80,894

Insurance/Eligibility/Other		
Other (Contracted Service)	\$320,491	\$347,199
Vehicle Hours	6800	6800
Vehicle Miles	180,000	180,000

July 9, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Oregon Department of Transportation Rail and Public Transit  
 Division Agreement 30730 for Mt Hood Express Preventative Maintenance and  
Transportation Services for Elderly and Disabled Residents of Boring.

<b>Purpose/Outcomes</b>	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance for the Mt Hood Express bus service and purchased services providing elderly and disabled transportation to the Boring area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$134,979. These funds will be used to pay for preventative maintenance for the Mt Hood Express buses, as well as funding to provide community-based elderly and disabled transportation services in the Boring area coordinated by the Sandy Senior and Community Center. Match funds will be provided by the county and a public-private partnership with businesses in the Mt. Hood area.
<b>Funding Source</b>	Federal Transit Administration 5310 Elderly and Disabled Transportation grant
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7254

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Match is provided through private contributions.

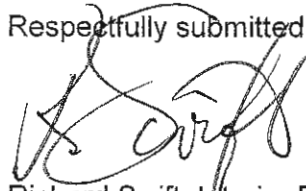
This agreement also funds the continuation of the community-based elderly and disabled transportation services in the Boring area. These services will be coordinated by the Sandy Senior and Community Center. The county has received funding for this service since 2013. Match will continue to be provided with county funds.

Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. The agreement was approved by County Counsel on 06/17/15.

**RECOMMENDATION:**

Staff recommends the Board 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 "R. Swift", written over a horizontal line.

Richard Swift, Interim Director

PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit E.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$150,428.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$134,979.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other

similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual



audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)

- b. **Subagreement indemnity; insurance.**

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

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

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

Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;
  - iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### 10. Termination

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

#### 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of

duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with

these requirements.

- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon  
Agreement No. 30730

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

Clackamas County/State of Oregon  
Agreement No. 30730

**Clackamas County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Teresa Christopherson  
PO Box 2950  
Oregon City, OR 97045  
1 (503) 650-5718  
teresachr@co.clackamas.or.us

**State Contact:**

Karyn Criswell  
555 13th St. NE  
Salem, OR 97301-4179  
1 (503) 731-8461  
Karyn.C.CRISWELL@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Karyn Criswell  
Date June 8, 2015

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By N/A  
Assistant Attorney General

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

Date \_\_\_\_\_

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 2015-17 Clackamas County 30730 E&amp;D 5310 Program</b>				
<i>Preventive Maintenance</i>				
<i>Purchased Service</i>				
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$69,000.00	\$61,914.00	\$7,086.00	Local
<b>Item #1: Contracted Service (5310 only)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$81,428.00	\$73,065.00	\$8,363.00	Local
<b>Sub Total</b>	<b>\$150,428.00</b>	<b>\$134,979.00</b>	<b>\$15,449.00</b>	
<b>Grand Total</b>	<b>\$150,428.00</b>	<b>\$134,979.00</b>	<b>\$15,449.00</b>	

**1. PROJECT DESCRIPTION**

*This project provides funding for preventative maintenance for six vehicles and to purchase transit operations as described below.*

*Preventative Maintenance*

*This project provides funding for preventive maintenance of Mt. Hood Express public transportation vehicles. Proper maintenance ensures the fleet is kept in good condition per manufacturer's recommendations and that safety standards are met, which is a requirement for federally funded vehicles.*

*Maintenance reimbursed in this Agreement is for those vehicles providing public transportation services, meaning providing rides to the general public, seniors, and individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

*Purchased Service*

*The Recipient will purchase community based transportation service, including coordination and dispatch services, from the Sandy Senior and Community Center to transport seniors and individuals with disabilities residing in the Boring area of Clackamas County. Recipient administration of the sub-recipient or contractors agreement is included in this Project.*

**2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES**

*Preventative Maintenance*

*All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.*

*Preventive maintenance includes the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor.*

*One major component (such as engine or transmission) per vehicle is eligible for replacement or rehabilitation under this Agreement. The replacement or rehabilitation must occur prior to*



*the component's failure.*

*Recipient must provide a plan for proposed preventive maintenance, and reimbursement requests must match the activities or purchases described in the Recipient's plan.*

*Purchased Service*

*The purchased service will be provided by a contractor or pass-through sub-recipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities.*

*The service, schedule, days, hours, and service type (demand responsive, fixed route or other) will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.*

*Services will be provided in accordance with the locally adopted Human Services and Transportation Coordinated Plan. Recipient and contractor or pass-through sub-recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or any other situation that requires service to be changed.*

*Recipient will actively market the services to the target users.*

*Recipient will oversee and monitor the services and performance of the contractor or pass-through sub-recipient.*

*The following performance measure will be used to evaluate the effectiveness of the project:*

*Ridership: The actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.*

*This project proposes to provide an estimated 1,800 one-way rides during this biennium grant period.*

### **3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN**

*This Agreement covers transit operations, which are defined under the 49 USC § 5310 program, as described in Circular 9070.1F, Section III-9-c. Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as operating costs. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.*

*Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match.*

*Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses incurred by the contractor or pass-through sub-recipient are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense.*

#### **4.REPORTING AND INVOICING REQUIREMENTS**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Supporting documents must be provided detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>Federal Catalog</b>	<b>Total Federal Funding</b>
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.513 (5310)</b>	<b>\$134,979.00</b>

<b>Administered By</b> Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**EXHIBIT D**

**Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html), completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/21-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

July 9, 2015

Board of Commissioners,  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with Compass Group USA, Inc.  
d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County  
Older Americans Act Nutrition Program Meal Sites

<b>Purpose/Outcomes</b>	Agreement with Compass Group USA, Inc. d.b.a. Bateman to provide Food Service for five OAA funded meal sites in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$336,102. Funded by Social Services Div. agreement with Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	Federal Older American Act (OAA) - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7269

**BACKGROUND:**

This agreement provides funding for food services through Compass Group USA, Inc.; d.b.a. Bateman, 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 helps them to remain independent and involved in the community as long as possible.

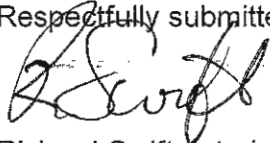
In December 2013 Social Services advertised for a contractor to provide Older American Act funded food services in Clackamas County during Fiscal Year 2014-15, with an option to renew for four additional years. Compass Group USA, Inc.; d.b.a. Bateman was the only responder so an agreement with them was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

Total amount of the contract is \$336,102 for up to 92,775 meals. This contract 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 begins July 1, 2015 and continues through June 30, 2016.

**Recommendation**

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

Respectfully submitted,



Richard Swift, Interim Director



CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
AREA AGENCY ON AGING

And

COMPASS GROUP USA, Inc., dba

BATEMAN SENIOR MEALS

Fiscal Year 2015-2016

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## AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through the Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and Compass Group USA, Inc., dba Bateman Senior Meals, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

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

Food Service - produce and bulk deliver meals to Five (5) Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal ordered and delivered from the central kitchen.

Scope of Work, Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

B. Services required under the terms of this agreement shall commence July 1, 2015. This agreement shall terminate June 30, 2016. This contract is the result of the formal proposal process conducted January 2014. This is the second agreement under this process.

### II. COMPENSATION AND RECORDS

A. 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 \$336,102.

B. Method of Payment. To receive payment, the Agency shall submit monthly billings and accompanying back-up reports by the 10th business day of the month following the billing period, as described in Exhibit 2. The billings and back-up reports will be on forms provided or approved by County. The billings are for:

1. Number of meals ordered by and delivered from kitchen to each of the sites.
2. Consumables or other supplies that meal sites purchase from Agency will be paid for by individual sites.
3. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports

when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency

- 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 three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- 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 the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

### III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements: Older Americans Act of 1965, as amended in 2006. Common rule restricts lobbying (Volume 56, NO38 of Fed. Register, Feb. 1990).
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County. Agency shall submit copies of final subcontracts to County for approval before disbursing any County funds to subcontractors to provide services under this contract.

Agency may only assign this contract to a parent or affiliated company without prior written approval of County (which shall be attached to the original contract) and subject to such conditions and provisions as County may deem necessary. No such approval by County of any assignment shall be deemed in any event or

in any manner to provide for the incurrence of any obligation of County in addition to the total agreed upon price.

- D. Agency 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 Agency.
  
- E. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

#### IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the AGENCY or the AGENCY's employees.
  
- B. Insurance.

- 1. Commercial General Liability

Required by COUNTY                       Not required by COUNTY

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

2. Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000. The County, at its option, may require a complete copy of the above policy.

3. Additional Insurance Provisions. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day 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.

4. 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 Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed reasonably acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

6. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be affected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

7. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

8. **Primary Coverage Clarification.** Agency's coverage will be primary in the event of a loss that is the obligation of Agency's to indemnify pursuant to this Contract.
  9. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all commercial general liability, professional liability, and errors and omissions policies required by this 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 Agency and County.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by County, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
  2. A change in any of the General or Special Provisions.
- D. **Termination.** This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

The County may terminate this contract effective upon delivery of written notice to the Agency, or at such later date as may be established by the County, under any of the following conditions:

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If Agency fails to provide services or reports as specified by the County in this contract.
5. If Agency fails to comply with any requirements in this contract.

Contract parties hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts or public authorities, or delays or defaults caused by public carriers, which cannot reasonable be forecast or provided against.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:

- (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the 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 Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week

when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, 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. Agency shall promptly, as due, make payment to any person or 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 Agency, of all sums which Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. Agency, 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. Agency shall maintain employer 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Contract Personnel. Agency shall have, or secure, all personnel required in performing the work and services under this contract. Further, Agency specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.
1. Agency shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to County upon request.
  2. Agency shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated there under.



3. Agency's employees, volunteers or agents performing under this contract are not deemed to be employees of County in any manner whatsoever. Employees of Agency shall not be entitled to any other benefits except those provided by Agency. Agency is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. Agency shall maintain the following minimum standards with regard to wages and benefits for all employees:
  - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.
  - b. Agency shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

#### G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

2. Grievance. Agency shall comply with County Client Grievance Procedure as follows:

Any person with a complaint regarding services delivered under this contract shall report it to the meal site manager who will get full details. The meal site manager shall notify Agency and County of the nature of the complaint. Agency shall either take prompt, appropriate, corrective action or shall promptly provide County with a factual explanation of the situation and potential solutions for resolution. County shall mediate all disputes as

necessary and shall notify the complainant of the response or corrective action resolving the complaint.

3. **Discrimination Prohibited.** It shall be a policy of the Agency that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, creed, color, sex, age, ancestry, national origin, religion or disability. Agency, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973.

H. **Future Support.** The 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.

- I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work and Performance Standards and Guidelines
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget and Units of Service
- Exhibit 4 AGENCY Information

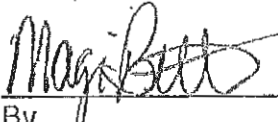
V. SIGNATURES

AGENCY

CLACKAMAS COUNTY

Compass Group USA, Inc., dba  
BATEMAN

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

  
By  
Magi Brettler  
Name

Signing on Behalf of the Board

Regional Vice President - Bateman  
Title

Richard Swift, Interim Director  
Health, Housing, & Human Services

6/26/2015  
Date

\_\_\_\_\_  
Date

3110 West Pinhook Rd. #201  
Street Address

Lafayette, LA 70508  
City/Zip

(337) 593-0433 (337) 593-0434  
Phone Number Fax

56-1874931  
Tax ID Number

61-170-1327  
DUNS Number

**Exhibit 1**  
**Scope of Work and Performance**  
**Standards and Guidelines for Service**

**A. PURPOSE OF THE SERVICES**

The purpose of this contract is the cooperation of both parties in providing the Older Americans Act funded Food Service for people in Clackamas County age 60 and older. The goal in providing these services is to assist with maintaining older residents in their own homes as long as practically possible.

**B. DESCRIPTION OF SERVICES**

FOOD SERVICE - produce and bulk deliver meals to (5) Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. The newer DRIs include Recommended Dietary Allowances (RDA) for older adults.

**C. PERFORMANCE STANDARDS**

**FOOD SERVICES**

Objective: a. To produce and deliver contracted number of meals to specified COUNTY sites throughout the contract period.

Elements:

1. Agency submits each month's menu to County by the first day of the preceding month. Menus must meet the following standards:
  - a. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater; and meet the Dietary Guidelines for Americans as issued January, 2010. (Milk is part of Site Management.) AGENCY will use nutrient analysis software to assure meals are in compliance with nutritional requirements.
  - b. Meals must also meet the State of Oregon, Dept of Humans Services, Office of Aging and People with Disabilities, State Unit on Aging, targeted nutrient values as published in the Oregon Congregate & Home-Delivered Nutrition Program Standards.  
<http://www.oregon.gov/dhs/spwpd/sua/docs/nu-prg-standards.pdf>

- c. The cycle for the cycle menu system must be at least nine weeks long.
- d. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third DRI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the updated 2010 Dietary Guidelines for Americans.
- e. Menus should reflect the tastes and appetites of the current elderly population.
- f. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - Butter or Margarine. Each meal shall contain one teaspoon of butter or fortified margarine.
  - Dessert. Dessert may be offered to increase the calorie or other required nutrient content of the meal. If provided, portion should be one-half cup per serving. For cookies, plan two small 2½" diameter or one large 4" diameter cookie. Cake piece should not be greater than 2" x 2".
  - Condiments and Garnishes. Condiments are to be used to compliment the menu. Such things are: mustard, catsup, salad dressing, lemon, cranberry sauce, tartar sauce, etc.
- g. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- h. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day is also be encouraged.
- i. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective: b. To provide Special Diet Meals as ordered by each site.

Elements:

1. Menus shall be planned and meals available for the modified diets listed below:

- a. Uncalculated Diabetic. Eliminate items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should not exceed 40% of the total calories.
- b. Moderate Sodium Restricted. Eliminate menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- c. Low Cholesterol. Eliminate menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Site Managers are responsible for obtaining a written request for these meals from a participant's physician. Since meal site personnel cannot control what participants eat, all special diets have only moderate modifications. The responsibility to adhere to a special diet is the participant's alone.

Objective: c. To use standardized recipes and portion control.

Elements:

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

Objective: d. To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. No home-canned food or raw milk may be used. Donated food that meets the above standards may be used.

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

Elements:

1. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months for each production kitchen.

2. A copy of each inspection report is to be kept in a file, along with a written plan (including timelines) of any required corrective action, at the production kitchen, available for COUNTY representative visits.
3. AGENCY must establish and use sanitary procedures for packaging and transporting food from central kitchen to meal sites. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
4. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the AGENCY's files.
5. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

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

Elements:

1. AGENCY must have at least one employee at each production kitchen that has completed a community college-level food service sanitation course.
2. AGENCY must have a new employee orientation.
3. AGENCY must have a training plan that includes training for employees and supervisory staff.

## Exhibit 2 Reporting Requirements

### A. INVOICES

Agency shall submit invoices in a format designated or approved by County. These invoices are due by the 10th working day of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices for units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator shall verify that the services purchased have been performed. Invoices may be submitted electronically via e-mail as an attachment.

Agency shall submit a monthly financial summary which will itemize the number of meals bulk delivered to each site from the central kitchen.

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

Agency shall return to the County all funds which were expended in violation of this contract.

### B. AUDIT/MONITORING

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

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

### C. ADMINISTRATION

The County Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract.

The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.



**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 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	\$ 3.848	\$129,913	\$130,695	\$74,168	\$334,776
87,001 to 90,000	\$ 3.731	\$130,422	\$131,208	\$74,160	\$335,790
90,001 to 93,000	\$ 3.614	\$130,574	\$131,360	\$74,168	\$336,102
93,001 to 96,000	\$ 3.497	\$130,384	\$131,168	\$74,160	\$335,712
96,001 to 99,000	\$ 3.380	\$129,839	\$130,620	\$74,161	\$334,620
99,001 to 102,000	\$ 3.267	\$129,146	\$129,924	\$74,164	\$333,234
102,001 to 105,000	\$ 3.149	\$127,857	\$128,627	\$74,162	\$330,645
105,001 to 108,000	\$ 3.079	\$128,635	\$129,409	\$74,164	\$332,208
108,001 to 111,000	\$ 3.033	\$130,366	\$131,150	\$75,147	\$336,663
111,001 to 114,000	\$ 2.990	\$132,946	\$133,746	\$74,168	\$340,860
114,001 to 117,000	\$ 2.948	\$134,969	\$135,781	\$74,166	\$344,916
117,001 to 120,000	\$ 2.905	\$136,808	\$137,632	\$74,160	\$348,600
121,700 (at the 120,001 + rate)	\$ 2.862	\$136,659	\$137,482	\$74,164	\$348,305

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA III-C funds contracted. The Agency match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

The match requirement amount 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	\$2.996	\$260,609	\$28,980
90,000	\$2.907	\$261,630	\$29,093
93,000	\$2.817	\$261,935	\$29,127
96,000	\$2.725	\$261,552	\$29,085
99,000	\$2.631	\$260,459	\$28,963
102,000	\$2.540	\$259,070	\$28,809
105,000	\$2.443	\$256,484	\$28,521
108,000	\$2.389	\$258,044	\$28,695
111,000	\$2.356	\$261,516	\$29,081
114,000	\$2.339	\$266,692	\$29,656
117,000	\$2.314	\$270,750	\$30,107
120,000	\$2.287	\$274,440	\$30,518
121,700	\$2.253	\$274,141	\$30,485

The following is a breakdown of estimated annual meal deliveries for rate calculation for the first quarter of FY15/16:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	15,275	\$3.614	\$55,204
GLADSTONE	8,750	\$3.614	\$31,623
MOLALLA	17,750	\$3.614	\$64,149
PIONEER	36,000	\$3.614	\$130,104
SANDY	15,000	\$3.614	\$54,210
Totals	92,775		\$335,289

**Exhibit 4**  
**AGENCY Information**

AGENCY PROFILE

1. AGENCY IDENTIFICATION:                                  2. IRS/STATE NONPROFIT NUMBER:

Compass Group USA, Inc., by and through  
its Bateman Community Living Division  
Legal Name

56-1874931

2400 Yorkmont Drive  
Address

3. Authorized Official

Name: Magi Brettler  
Title: Regional Vice Pres. -

Mailing Address                                  Mailing Zip  
Bateman

Address: 3110 West Pinhook Road  
Suite 201  
Lafayette, LA 70508

Charlotte    NC    28217  
City                                  State                                  Zip

Phone: (337) 593-0433

(704) 328-4334  
Phone Number                                  Fax

4. TYPE OF AGENCY: Public - for Profit Corporation

5. TYPE OF PROGRAM: Senior Nutrition Provider

6. AGENCY BOARD OF DIRECTORS:

Adrian Meredith  
Palmer Brown

Frequency of Meetings: Annually

7. AGENCY INFORMATION:

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

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

Current Certificate of Incorporation for the State of Oregon:

Date: January 17, 1995

Last Total Program Audit:

Date: December 24, 2014

Types and Amounts of Insurance Held:

Producer -- Willis of North Carolina, Inc.

Companies Affording Coverage: A. National Union Fire Ins. Co. of Pittsburg  
B. National Union Ins. Co. of Pittsburg  
C. ACE American Insurance Co.

General Liability:	General Aggregate	\$10,000,000
	Products-Comp/Op Agg.	\$1,000,000
	Personal & Adv. Injury	\$1,000,000
	Each Occurrence	\$1,000,000

Automobile Liability:	Combined Single Limit	\$5,000,000
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Excess Liability	Other than Umbrella - each occurrence	\$10,000,000
	aggregate	\$10,000,000

Workers Comp and Employers' Liability

Statutory Limits

Each Accident	\$2,000,000
Disease - Policy Limit	\$2,000,000
Disease - Each Employee	\$2,000,000

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

  
\_\_\_\_\_  
Signature, Magi Brettler

Regional Vice Pres. - Bateman  
Title

6/26/2015  
Date

July 9, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #148991 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$5,004,716. Funded by Federal OAA Funds and State General Funds designated for the OPI Program.
<b>Funding Source</b>	Federal Older American Act & State General Fund - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7282

**BACKGROUND:**

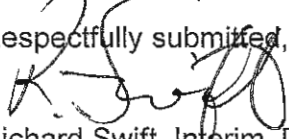
This agreement provides funding for the Social Services Division of the Health, Housing & Human Services Department to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, health promotion activities, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, State Unit on Aging. . This agreement reflects the Older American Act (OAA) and Oregon Project Independence (OPI) funding for July 1, 2015 through June 30, 2017 of the 2015-2017 biennial agreement period. The agreement was reviewed and approved by County Council on June 29, 2015

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim, Director

*Healthy Families. Strong Communities.*

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

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



**Grant Agreement Number 148991**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

**Clackamas County Social Services Division (CCSS)  
District 2, Type A  
Serving: Clackamas County  
PO Box 2950 - 2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: stefanierei@co.clackamas.or.us**

hereinafter referred to as "Recipient" or "AAA".

The Program to be supported under this Agreement relates principally to the DHS'

**Department of Human Services  
Aging and People with Disabilities  
State Unit on Aging  
Agreement Administrator: Sarah Hout or delegate  
500 Summer Street NE  
Salem, Oregon 97301  
Telephone: 503-945-6140  
Facsimile: 503-373-1133**

- 1. Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

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

- (1) Exhibit A, Part 1: .....Program Description for OAA and OPI Services
- (2) Exhibit A, Part 2: .....Payment and Financial Reporting
- (3) Exhibit A, Part 3: .....Special Provisions
- (4) Exhibit B:.....Standard Terms and Conditions
- (5) Exhibit C:.....Subcontractor Insurance Requirements
- (6) Exhibit D:.....Required Federal Terms and Conditions
- (7) Exhibit E: .....Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, A, B, C, and E.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$5,004,716.00**. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

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

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: *See Exhibit E for information regarding separate awards of federal funding under this agreement to include CFDA numbers.*

**5. Recipient Data and Certification.**

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Rd

City, state, zip code: Oregon City, OR 97045

Email address: Stefanierci@co.clackamas.or.us

Telephone: (503)655-8330 Facsimile: (503)655-8889

Federal Employer Identification Number: 93-6002296

**Recipient Proof of Insurance:**

All insurance listed must be in effect at the time of provision of services under this Contract.

Workers' Compensation Insurance Company:

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement execution. Recipient shall provide proof of Insurance upon request by DHS or DHS designee.



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

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
- (6) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to DHS. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Recipient is also required to provide DHS with the new FEIN within 10 days.

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

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County Social Services Division (CCSS) (Recipient)**

**By:**

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Authorized Signature	Title	Date
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**State of Oregon acting by and through its Department of Human Services (DHS)**

**By:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

*Reviewed and approved for legal sufficiency via email by AAG Steven Marlowe on June 25, 2015. A copy of the emailed group approval is on file at OCP.*

**DHS, Aging and People with Disabilities, State Unit on Aging**

*Approved for release by Rhonda Buedefeldt on June 9, 2015 via email.*

**DHS Office of Contracts and Procurement:**

**Reviewed by:**

---

Phillip G. McCoy, OPBC, OCAC	Contract Specialist	Date
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**EXHIBIT A**  
**Part 1**  
**Program Description**

**for**

**Older Americans Act and Oregon Project Independence Services**

1. **Services to be Provided.** Area Agency on Aging (AAA) agrees to provide services consistent with the purposes, conditions, and restrictions of:
  - a. ORS 410.210 through 410.250 under which AAA receives funding as applicable to Type A AAAs and ORS 410.270 through 410.300 applicable to Type B agencies and,
  - b. Title III and Title VII of the Older Americans Act of 1965, Pub. L. 89-73, 79 Stat. 218, July 14, 1965, as amended (“Older Americans Act”) and 45 CFR Part 1321 (Older Americans Act and 45 CFR Part 1321 collectively “OAA”),
  - c. Oregon Project Independence (“OPI”) program as set out in OAR Chapter 411, Division 032. Adult consumers with physical disabilities and presently receiving services from an AAA participating in the OPI Expansion pilot shall continue to receive services.
  - d. Legislatively Special Purpose Allocation funding as appropriated to support programs to serve individuals with long-term services and supports regardless of eligibility for entitlement programs.
2. **Area Plan.** AAA shall submit for approval to DHS, as instructed, a comprehensive and coordinated four-year service delivery plan (hereafter referred to as the “Area Plan”). The Area Plan will be developed in accordance with Section 306 of the Older Americans Act and OAR 411-032-0005. AAA shall annually submit upon direction of DHS an electronically updated Area Plan. The DHS approved Area Plan will be held on file with the DHS State Unit on Aging (“SUA”). Request for the Area Plan and subsequent updates will be announced through established DHS Action Request procedure. No funds will be authorized for use by AAA without submission and approval of the Area Plan.
3. **Program Reporting Requirements.** AAA shall collect and report National Aging Program Information System (“NAPIS”) data as directed by DHS for all OAA and OPI services provided, using DHS provided software or a DHS approved alternative collection and reporting method. AAA shall at a minimum reconcile reported service data to reported expenditures by end of business day on September 30th of each year. Request for said data will be announced using DHS Action Request procedure.
4. **Program Monitoring.** DHS will conduct periodic monitoring and evaluation of performance management system for program activities and administrative practices conducted in accordance with Section 307(a)(4) of the Older Americans Act and OAR 411-032-0015 and Oregon Project Independence OAR-411-032 and ORS 410.210 through 410.310.
  - a. AAA agrees to participate with DHS to develop a performance management framework to include objectives and metrics based on adherence to program standards as demonstrated through self-monitoring.

- b. AAA agrees to report progress towards these objectives and metrics utilizing agreed upon format and intervals.
- c. DHS agrees to notify AAA in writing of intent to conduct onsite evaluation of reported performance management data and AAA agrees to provide DHS access to its facility(ies) and staff, all related program and fiscal documentation, AAA's sub recipient reports and any other related documentation to substantiate performance management reporting data.

**5. Management Control Functions.**

- a. Criminal Records and Abuse Checks. AAA agrees to utilize the DHS Criminal Records Information Management System (CRIMS) to meet provider requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the AAA; volunteers of AAA; employees and volunteers of AAA's subcontractors and direct care providers of clients for which AAA provides service authorization.
- b. Mandatory Reporting of Elder Abuse. Agency shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the Agency as well as sub-contractor employees, volunteers and direct care providers for clients for whom the Agency provides service authorization.
- c. Americans with Disabilities Act. AAA will ensure public facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- d. Grievance Procedure. AAA shall post the policy and procedure regarding how a client or family member may present a grievance concerning the operation of the Older Americans Act and Oregon Project Independence service programs.
- e. Competitive Procurement. AAA in accordance with OAR 411-011-0005, agrees to competitively award funds by grant or contract to community service providers agencies and organizations, except where by means of AAA's Area Plan, DHS has granted a waiver in accordance with 45 CFR Part 1321.63(b).

**6. Information Systems.**

- a. DHS shall provide AAA with access to DHS-owned applications necessary for the proper operation of NAPIS collection databases and administration of the Older Americans Act and Oregon Project Independence programs. Maintenance or trouble shooting services for the DHS applications will be provided remotely; no on-site services will be available. Ownership of said software shall at all times remain with DHS.

- b. AAA shall be responsible for obtaining such internet access and LAN/WAN connectivity as are necessary to access DHS-owned applications. Notwithstanding the provisions set forth in Exhibit B (Standard Terms and Conditions), paragraph 16 (Information Privacy/Security/Access) of this Agreement, when AAA is connected to the DHS network, DHS internet and network use policies apply, and as such, Agency's use of DHS-owned applications is subject to monitoring by the DHS-OIS-Information Security Office.
- c. DHS may provide an allocation for the purchase of information technology necessary for NAPIS reporting. DHS shall not be responsible for maintenance of said technology.
- d. Upon request DHS will provide the required specifications for computer compatibility with DHS applications.

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**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**  
**for**  
**Older Americans Act and Oregon Project Independence services**

**1. Funding Appropriations.** The total sum payable for the period of July 1, 2015, through June 30, 2017, shall not exceed the amount described in Section 2. (Grant Disbursement, Generally), which is the Oregon Project Independence funding and any other special purpose appropriation as determined and authorized by the State of Oregon Legislature and the Older Americans Act funding as awarded by the U.S. Administration on Community Living as determined by DHS.

- a. DHS, in accordance with Section 305(a)(2)(C-D) of the Older Americans Act, agrees to disburse grant funds to AAA as outlined in Oregon’s Intrastate Funding Formula..
- b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

<b>Older Americans Act</b>	<b>\$2,651,779.00</b>	<b>CFDA 93.044, 93.045, 93.043, 93.052, 93.041</b>
<b>NSIP</b>	<b>\$343,290.00</b>	<b>CFDA 93.053</b>
<b>Oregon Project Independence</b>	<b>\$2,002,354.00</b>	
<b>Other State Funds</b>	<b>\$7,293.00</b>	

- c. AAA will be allowed to carry-forward into the 2017-2019 biennium no more than ten (10) percent of the full 2015-2017 biennial allocation of Older American Act Title IIIB, IIIC1, IIIC2, IIID, IIIE and VIIB funds not fully expended during the Agreement period.
- d. Funds carried forward from the prior biennium shall be expended prior to use of the current biennial allocation for the same Older Americans Act title.
- e. AAA shall, in accordance with Section 311(d)(4) of the Older Americans Act, promptly and equitably disburse Nutrition Services Incentive Program (“NSIP”) funds to its sub-contractors. NSIP funds shall only be used for purchase of domestically produced food for AAA’s nutrition service programs. NSIP funds must be fully expended during the Agreement period. NSIP funds are not eligible to carry-forward into next biennium.

**2. Fiscal Control Functions.**

- a. Federal Requirements. AAA shall maintain a financial management system that assures that state and federal funds used for activities under this Agreement are expended and accounted for in accordance with applicable state and federal requirements as outlined in 2 CFR, Subtitle B, with guidance at 2 CFR, Part 200.

b. Program Income.

- i. AAA shall ensure as required in OAA 315(b)(3) that no means testing for service eligibility will be conducted and as per OAA 315(b)(4)(A-D), all recipients of OAA services will be provided opportunity to voluntarily contribute towards cost of service and AAA has appropriate safeguards in place to account for all contributions. Said contribution, hereby referred to as program income shall be used by the AAA or AAA sub-contractor(s) for the sole purpose of expanding services in the program area in which collected in accordance with Section 315(b)(4)(E) of the Older Americans Act.
- ii. AAA shall ensure that no fee, or cost-sharing practices, unless authorized by DHS and permitted under Section 315(a)(1) of the Older Americans Act, will be assessed or imposed for OAA services.
- iii. AAA shall, in accordance with OAR 411-032-0044, expend all OPI annual fees, monthly fees for service, and all contributions to expand OPI services.

c. Access to Fiscal Records. AAA shall provide access to all fiscal records and to all other books, documents, papers, and records of AAA which are pertinent to this Agreement, and shall, without prior notification, allow DHS the making of excerpts, photocopies, and transcripts, and allow performance of audits and examination of all pertinent fiscal records and books, documents, papers, and records of AAA. Such access shall be freely allowed to state and federal personnel, including the Oregon Secretary of State's Office, and their duly authorized agents.

d. Fiscal Reporting.

- i. AAA shall, when requesting working capital, submit Form SPD 150-WC to DHS Accounting and Financial Services at a minimum 7 days prior to requisite receipt of funds. AAA shall estimate program expenses separate from estimated administrative expenses and detail such expenses by fund source (i.e., Title IIIB, IIIC1, IIIC2, IIID, IIIE, and VIIB of the Older Americans Act and OPI).
- ii. AAA shall submit electronically to APD State Unit on Aging and DHS Accounting and Financial Services at the electronic address below using DHS Form 148/150 ("Form 148/150") a monthly reimbursement request for OAA and OPI expenditures no later than the 25th day of the following month. DHS agrees to process all reimbursement requests within 30 days following receipt of an approved request.
- iii. AAA agrees that DHS may decrease AAA's OPI allocation for incurred home-care worker ("HCW") expenses which includes the hourly rate of salary (subject to change based on the HCW collective bargaining agreement) and Federal and State Unemployment Tax Act (FUTA/SUTA), Workman's Compensation tax (WC/WCD) and Federal Insurance Contributions Act (FICA).
- iv. AAA shall, no later than 90 days (September 30) from the conclusion of the state fiscal year end (June 30), electronically submit a FINAL fiscal year-end Form 148/150 to DHS Aging & People with Disabilities, State Unit on Aging's e-mail



address of [sua.email@state.or.us](mailto:sua.email@state.or.us) and,

- v. AAA shall, no later than 180 days (December 31) from the conclusion of the state fiscal year-end (June 30), electronically submit a FINAL AUDITED Form 148/150 signed by AAA Director to DHS Aging & People with Disabilities, State Unit on Aging's e-mail address of [sua.email@state.or.us](mailto:sua.email@state.or.us) and,
- vi. AAA shall submit one electronic copy of the AAA's fiscal year-end Financial Audit no later than 180 days (December 31) from the conclusion of the state fiscal year-end (June 30) to DHS Aging & People with Disabilities, State Unit on Aging's e-mail address of [sua.email@state.or.us](mailto:sua.email@state.or.us) and,

e. Special Funding Requests.

- i. OAA Fund Transfers. Beginning October 1st, but not later than June 30th of each fiscal year AAA may, as authorized by DHS and when necessary to meet the needs of the area served, request to transfer Title IIIB, Title IIIC1 and Title IIIC2 funds as permitted in Section 308(b)(4)(A) and (5)(A) of the Older Americans Act.
  - (a) Request for transfer shall be electronically submitted using a form provided by DHS and submitted to [sua.email@state.or.us](mailto:sua.email@state.or.us).
  - (b) Upon receipt of transfer authorization, AAA shall post transfer amounts on Form 150, page 1. Failure to do so will result in disqualification of transferred funds.
  - (c) Maximum transfers shall be as follows:
    - i. Not to exceed thirty percent (30%) for any fiscal year from Title IIIB into Title IIIC; or thirty percent (30%) from Title IIIC into Title IIIB; and
    - ii. Not to exceed forty percent (40%) for any fiscal year between Title IIIC1 and Title IIIC2; and
  - (d) When in the best interest of the OAA service recipients, AAA may elect to submit a written explanation of necessity and request DHS to provide a waiver of the maximum percentage limits.
- ii. Fund Matrix #20-3 Program Coordination & Development. Beginning July 1 of year one of the biennium, AAA may request to utilize OAA Title IIIB funds for program coordination and development activities.
  - (a) Request for transfer shall be electronically submitted using a form provided by DHS and submitted to [sua.email@state.or.us](mailto:sua.email@state.or.us).
  - (b) In accordance with 45 CFR 1321.17(14)(ii) the AAA will submit details of program coordination and development to the general public for review and comment.

- (c) Authorization from State is consistent with biennial budget cycle.
- iii. Oregon Project Independence Other Authorized Services. At any time during the biennial funding period, AAA may request to utilize OPI funding for services other than those detailed in OAR 411-032-0010(1)(a).
- (a) Request to utilize OPI funding for other services shall be electronically submitted using a form provided by DHS and submitted to [sua.email@state.or.us](mailto:sua.email@state.or.us).
  - (b) Other authorized services may include services to support community caregivers, evidence-based health promotion services, options counseling, and transportation services.
  - (c) Authorization shall terminate at the end of each fiscal year.
- f. OAA Minimum Expenditure Requirements. AAA shall in accordance with OAA Section 307(a)(2) of the Older Americans Act and as established by DHS:
- i. Expend, at a minimum, 3% of Title IIIB funds for In-Home Services as defined in Section 102(a)(30)(A-G) of the Older Americans Act.
  - ii. Expend, at a minimum, 3% of Title IIIB funds for legal assistance as described in Section 307(a)(11)(E) of the Older Americans Act,
  - iii. Expend, at a minimum, 18% of Title IIIB funds for access services as described in Section 306(a)(2)(A) of the Older Americans Act and;
  - iv. The required minimum Title IIIB fund expenditure shall be based on total funds after transfer if AAA employed the transfer options as outlined in Exhibit A, Part 3, paragraph E (i) and (ii) titled OAA Fund Transfers.
  - v. Funding for Title IIID, Section 361 of the Older Americans Act for Disease Prevention and Health Promotion may only be used for programs and activities which have been demonstrated through rigorous evaluation to be evidence-based and effective.
- g. OAA Maximum Expenditure Requirements. AAA shall in accordance with Section 304(d)(1)(A) of the Older Americans Act not exceed a maximum 10% of Title III expenditures for administration and such amount can only be taken from funds allocated for Title IIIB, IIIC1, IIIC2 and IIIE services.
- i. AAA shall, in accordance with 45 CFR Part 1321.17(f)(14)(i) and as authorized by DHS, only fund program development and coordination activity after first expending the full 10% in administrative expenses and when such expenditure will have a direct and positive impact on the enhancement of services and only after the general public has been provided with notification to review and comment. A request for program development and coordination funding shall be electronically

submitted using a form provided by DHS and shall be received by the State Unit on Aging no later than end of business on September 30th of a fiscal year.

- ii. AAA shall in accordance with Section 373(g)(2)(C) of the Older Americans Act expend no more than 10% of the total Federal and non-Federal share of the Title III E funds to support services to grandparents and older relatives who are relative caregivers of a child no more than 18 years of age.
  
- h. OAA Match Requirements. AAA shall, as required in Sections 309(b)(1) and 373(g)(2) of the Older Americans Act, match expenditures with cash or in-kind resources of non-federal means such as local or state sources as follows:
  - i. Federal funds may not pay for more than 75% of the total administrative expenditures for Title IIIB, IIIC1, IIIC2 and III E services. The required match is calculated using the following formula:  $(\text{Total Administrative Expenditures to be charged to Federal funds}/.75) - (\text{Total Administrative Expenditures to be charged to Federal funds})$ . Example:  $100/.75=133$ ;  $133-100=33$ ; the required match is 33.
  
  - ii. Federal funds may not pay for more than 85% of the total expenditures for Title IIIB, IIIC1 and IIIC2 services. AAA is required to meet  $2/3$  of the required match which is calculated using the following formula:  $(\text{Total Service Expenditures to be charged to Federal funds}/.85) - (\text{Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services}) \times .67$ . Example:  $100/.85=118$ ;  $118-100=18$ ;  $18 \times .67=12$ ; the required match is 12.
  
  - iii. Federal funds may not pay for more than 75% of expenditures for Title III E services. The required match is calculated using the following formula:  $(\text{Total Service Expenditures for Title III E services}/.75) - (\text{Total Service Expenditures for Title III E services})$ . Example:  $100/.75=133$ ;  $133-100=33$ ; the required match is 33.

## EXHIBIT A

### Part 3 Special Provisions

1. **HIPAA Compliance.** As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. Recipient is a Business Associate of DHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Recipient shall be liable to DHS for any and all costs incurred by DHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of Recipient's Breach of Unsecured Protected Health Information.

- a. Consultation and Testing. If Recipient reasonably believes that the Recipient's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the DHS Information Security Office. Recipient or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
- b. Data Transactions Systems. If Recipient intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

2. **Confidentiality of Client Information.**

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

3. **Amendments.** DHS reserves the right to amend or extend the Agreement under the following general circumstances:
- a. DHS may extend the Agreement for additional periods of time up to a total Agreement period of five (5) years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the Recipient under this Agreement.
  - b. DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
  - c. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
    - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
    - (2) Implement additional phases of the Work; or
    - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
  - d. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the implementation of the project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that DHS' participation in this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other DHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of

receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to DHS on a DHS-approved form.

5. **Recovery of Overpayments.** ANY FUNDS DISBURSED TO RECIPIENT UNDER THIS AGREEMENT THAT ARE EXPENDED IN VIOLATION OR CONTRAVENTION OF ONE OR MORE OF THE PROVISIONS OF THIS AGREEMENT "MISEXPENDED FUNDS" OR THAT REMAIN UNEXPENDED ON THE EARLIER OF TERMINATION OR EXPIRATION OF THIS AGREEMENT MUST BE RETURNED TO DHS. RECIPIENT SHALL RETURN ALL MISEXPENDED FUNDS TO DHS PROMPTLY AFTER DHS' WRITTEN DEMAND AND NO LATER THAN 15 DAYS AFTER DHS' WRITTEN DEMAND. RECIPIENT SHALL RETURN ALL UNEXPENDED FUNDS TO DHS WITHIN 14 DAYS AFTER THE EARLIER OF TERMINATION OR EXPIRATION OF THIS AGREEMENT. DHS, IN ITS SOLE DISCRETION, MAY RECOVER MISEXPENDED OR UNEXPENDED FUNDS BY WITHHOLDING FROM PAYMENTS DUE TO RECIPIENT SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. PRIOR TO WITHHOLDING, IF RECIPIENT OBJECTS TO THE WITHHOLDING OR THE AMOUNT PROPOSED TO BE WITHHELD, RECIPIENT SHALL NOTIFY DHS THAT IT WISHES TO ENGAGE IN DISPUTE RESOLUTION IN ACCORDANCE WITH SECTION 13 OF THIS EXHIBIT.
6. **Ownership of Work Product.** In accordance with Code of Federal Regulations 45 CFR 75.320 ownership of equipment purchased with Federal funds, shall vest in the Recipient, subject to the following conditions: 1) Equipment records, including description, serial number, model number, acquisition date and location, shall be maintained; 2) Recipient shall take a physical inventory of equipment and reconcile with equipment records at least once every two years; 3) Recipient shall maintain a control system to ensure adequate protection against damage or theft or both, and to implement adequate maintenance procedures to keep the equipment in good condition. Regulations regarding the transfer, sale or disposal of such items can be found in 45 CFR 75.320.
7. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually

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

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

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by DHS to measure compliance with this



Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., DHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.e.(2);
- (2) withholding all or part of monies not yet disbursed by DHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and DHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.e.(1).

c. Termination.

- (1) **DHS' Right to Terminate at its Discretion.** At its sole discretion, DHS may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by DHS to Recipient;
  - (b) Immediately upon written notice if DHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
  - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DHS' support of the program under this Agreement is prohibited or DHS is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "DHS Client", including any Medicaid Eligible Individual, under its care.
- (2) **DHS' Right to Terminate for Cause.** In addition to any other rights and remedies DHS may have under this Agreement, DHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as DHS may establish in such notice if Recipient is in default under Section 9.a.
- (3) **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to DHS all of DHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) **Effect of Termination.** Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by DHS, DHS expressly directs otherwise.

**10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient

shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that DHS and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
  - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Recipient or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
13. **Assignment of Agreement, Successors in Interest.**
- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DHS. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in this Agreement.
  - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
14. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, Recipient shall include in any permitted subcontract under this

Agreement provisions to ensure that DHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. DHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. **No Third Party Beneficiaries.** DHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement  
250 Winter St. NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. **Amendments; Waiver; Consent.** DHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## EXHIBIT C

### Subcontractor Insurance Requirements

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

1. **Workers Compensation.** All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

2. **Professional Liability.**

Required by DHS  Not required by DHS

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. Recipient shall provide proof of insurance of not less than the following amounts as determined by DHS.

3. **Commercial General Liability.**

Required by DHS  Not required by DHS

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

**Bodily Injury, Death and Property Damage:**

Amount described below per occurrence (for all claimants for claims arising out of a single accident or occurrence):

If Subcontractor agreement has a <i>Not-to-Exceed</i> amount of:	Contractor is required to procure a minimum coverage amount of:
\$0 - \$1,000,000	\$1,000,000
\$1,000,001. - \$2,000,000	\$2,000,000
\$2,000,001. - \$3,000,000	\$3,000,000
In excess of \$3,000,001	\$4,000,000

**4. Automobile Liability Insurance.**

Required by DHS if Agency transports DHS clients

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Recipient shall provide proof of insurance of not less than the following amounts as determined by the DHS:

**Bodily Injury, /Death and Property Damage:**

If Subcontractor agreement has a <i>Not-to-Exceed</i> amount of:	Contractor is required to procure a minimum coverage amount of:
\$0 - \$1,000,000	\$1,000,000
\$1,000,001. - \$2,000,000	\$2,000,000
\$2,000,001. - \$3,000,000	\$3,000,000
In excess of \$3,000,001	\$4,000,000

**5. Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Recipient’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**6. Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days’ written notice from this Recipient or its insurer(s) to DHS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by DHS.

7. **Proof of Insurance.** Recipient shall provide to DHS information requested in Data Certification for all required insurance before delivering any Goods and performing any Services required under this Agreement. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.
  
8. **“Tail” Coverage.** If any of the required liability insurance is on a “claims made” basis, Recipient shall either maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Recipient’s completion and DHS’ acceptance of all Services required under this Agreement, or, (ii) The expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Agreement. Recipient shall provide to DHS, upon DHS’ request, certification of the coverage required under this section 8.
  
9. **Self-Insurance.** Recipient may fulfill its insurance obligations herein through a program of self-insurance, provided that Recipient’s self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit C. Notwithstanding section 7. of this Exhibit C, Recipient shall furnish an acceptable insurance certificate to DHS for any insurance coverage required by this Agreement that is fulfilled through self-insurance.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*



**EXHIBIT D**  
**Required Federal Terms and Conditions**

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

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

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

local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

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

**6. Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.**

- a.** Recipient shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If Recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If Recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

**8. Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension” (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient’s workplace or while providing services to DHS Clients. Recipient’s notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient’s employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, “under the influence” means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient’s employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient’s employee, officer, agent or subcontractor’s performance of essential job function or creates a direct threat to DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
11. **Medicaid Services.** Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

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

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

**13. Disclosure.**

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

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

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

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

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

## **EXHIBIT F**

### **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200**

All required data elements in accordance with 2 CFR 200.331 are available at <http://www.oregon.gov/dhs/spwpd/pages/sua/info-aaa.aspx> under Fiscal / Budgetary / Contractual section.

July 09, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Renewal Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program

<b>Purpose/Outcomes</b>	This agreement allows the Public Health Division to provide complete environmental health food licensing and inspections to safeguard the health of residents in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum value is \$108,408.32
<b>Funding Source</b>	No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 01, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	The BCC approved the following items: FY 2013 – 2015 contract on June 25, 2008 agenda item 062509-A31. Amendment #01 on June 23, 2011 agenda item 062311-A9. And Amendment #02 on June 20, 2013 agenda item 062013-A2
<b>Contact Person</b>	Dana Lord, Public Health Director – 503-655-8479
<b>Contract No.</b>	7184

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with State of Oregon, Oregon Health Authority for the Food Borne Illness Prevention Program. This agreement allows CCPHD to provide complete environmental health food licensing and inspections to safeguard the health of residents in Clackamas County.

This Agreement is effective July 01, 2015 and continues through June 30, 2017. The contract was reviewed by County Counsel on June 22, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director



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

**AGREEMENT # 148148**

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

This Oregon Health Authority 2015-2017 Intergovernmental Agreement for the provision of Environmental Health Services (the “**Agreement**”) is between the State of Oregon acting by and through its Oregon Health Authority (“**OHA**”) and Clackamas County acting by and through its Health, Housing and Human Services Department, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority (“**LPHA**”).

**RECITALS**

WHEREAS, ORS 431.375 authorizes OHA and the LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, OHA is authorized and bears the responsibility to establish standards under which LPHAs will provide Environmental Health Services to facilities licensed under ORS Chapter 624, ORS Chapter 448 and ORS Chapter 446;

WHEREAS, OHA, pursuant to ORS 624.510, ORS 448.100 and ORS 446.425 delegates authority to LPHA to administer OHA’s rules and policies relating to activities such as the fee collection, licensing, inspection, enforcement of civil penalties, and issuance and revocation of permits and certificates that govern the operation of Environmental Health services;

WHEREAS, OHA, pursuant to ORS 624.510, ORS 448.100 and ORS 446.425 shall assess a remittance from LPHA to OHA for administering Environmental Health Services;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

### I. EFFECTIVE DATE AND DURATION

**Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2015**, whichever date is later. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by LPHA that has not been cured.

### II. AGREEMENT DOCUMENTS

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

Exhibit A, Part 1 ... Definitions  
Exhibit A, Part 2 ... Statement of Work  
Exhibit A, Part 3 ... Payment and Financial Reporting  
Exhibit A, Part 4 ... State Food Pool and Lodging Section Oversight Activities  
Exhibit B ..... Standard Terms and Conditions  
Exhibit C ..... Subcontractor Insurance Requirements  
Exhibit D ..... Required Subcontractor Provisions

There are no other agreement documents unless specifically referenced and incorporated in this Agreement.

B. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit A (c) Exhibit B, (d) Exhibit C, and (e) Exhibit D.

### III. LPHA DATA AND CERTIFICATION

a. **LPHA Tax Identification and Insurance Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305-385.

**Please print or type the following information.**

Note: If LPHA is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, LPHA may so indicate by writing "Self-Insured" on the appropriate line(s).

Name (exactly as filed with the IRS) Clackamas County  
Address, City, State & ZIP 2051 Karen Rd., Oregon City, OR 97045  
E-mail address: \_\_\_\_\_  
Telephone: () 503 - 742 - 5411 Facsimile: () 503 - 742 - 5401  
Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers Compensation Insurance Company Self-Insured  
Policy # N/A Expiration Date: N/A

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

- b. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below their respective signatures.

**APPROVED:**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy Public Health Director  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH AND HUMAN SERVICES DEPARTMENT (LPHA)**

By: \_\_\_\_\_  
Name: Richard Swift  
Title: Interim Director  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

By: Shannon O’Fallon via email  
Name: Shannon O’Fallon  
Title: Sr. AAG  
Date: April 13, 2015

**REVIEWED:**

**OREGON HEALTH AUTHORITY, PUBLIC HEALTH DIVISION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Program Manager  
Date: \_\_\_\_\_

**OFFICE OF CONTRACTS & PROCUREMENT**

By: \_\_\_\_\_  
Name: Megan Eagleson  
Title: Contract Specialist  
Date: \_\_\_\_\_

**2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A  
Part 1**

**Definitions**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases may be defined elsewhere in the Agreement in relation to a specific topic or context. When a word or phrase is defined elsewhere in this Agreement, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the specific subject area or context in which it is defined.

1. **"Administrative Costs"** means those costs that are over the direct costs of providing delegated program services. These include actual departmental, agency or central government charges such as, but not limited to, accounting, purchasing, human resources, data management, legal counsel and central mail functions.
2. **"Administrator"** means the Assistant Director for Public Health of the Oregon Health Authority, or an authorized representative.
3. **"Bed and Breakfast Facility"** means any establishment located in a structure designed for a single family residence and structures appurtenant thereto, regardless of whether the owner or operator of the establishment resides in any of the structures, that:
  - a. Has more than two rooms for rent on a daily basis to the public; and
  - b. Offers a breakfast meal as part of the cost of the room.
4. **"Commissary"** means Commissary catering establishment, Restaurant or any other place in which food, beverage, ingredients, containers or supplies are kept, handled, prepared or stored, and from which Vending Machines or Mobile Units are serviced.
5. **"Complete Inspection"** means the evaluation of a licensed establishment or facility conducted at the election of the Local Public Health Authority for compliance with all applicable regulations.
6. **"Construction inspection"** means a pre-operational inspection conducted after plan review and prior to operation of a new, remodeled, converted, renovated or altered establishment or facility to determine if the facility meets the requirements of the statutes and rules.
7. **"Consultation Services Remittance"** means the biennial assessment of the Authority for consultation services and maintenance of the Foodborne Illness Prevention, Public Swimming Pool and Tourist Facility Programs.

8. **“Core Item”** means a provision in the Oregon Food Sanitation Rules OAR 333-150, 333-157, 333-158, 333-160, that is not designated as a priority item or a priority foundation item. Core item includes an item that usually relates to general sanitation, operational controls, sanitation standard operating procedures (SSOPs), facilities or structures, equipment design, or general maintenance.
9. **"Delegated Program Services"** means those services for which OHA has entered into an Intergovernmental Agreement under ORS 624, 448 or 446 with the LPHA.
10. **"Direct Costs"** mean those costs for salaries and benefits of field and support staff and their associated costs including, but not limited to, rent, vehicles and travel, equipment, data management, training, phone, office supplies and the pro-rated portion of Direct Costs relating to supervision.
11. **"Environmental Health Services"** means the licensing, Inspection and enforcement functions of the Foodborne Illness Prevention, Public Swimming Pool and Tourist Facility programs identified in ORS 624, 448 and 446.
12. **"Field Staff"** means an Environmental Health Specialist registered by the State of Oregon as required by ORS 700 and qualified to perform Environmental Health Services.
13. **"Fiscal Audit"** means a comprehensive audit using standard audit procedures of the financial records of the LPHA related to licenses and fees.
14. **"Foodborne Illness Prevention Program (or ‘FIPP)’"** means a program within OHA that works in partnership with local health Departments, the food service industry, and the public to reduce or eliminate the known causes of foodborne illness in Restaurants and Temporary Restaurants.
15. **“Food Service Standardization Officer”** - is a lead food inspector who is responsible for standardizing other food inspection personnel within the LPHA.
16. **"Inspection"** means the evaluation of a licensed Facility to evaluate compliance with statutory and rule requirements that is not a Complete Inspection or a Recheck Inspection.
17. **"Licensed Establishment” or “Facility"** means those establishments or facilities licensed in accordance with ORS 624.020 and 624.320, including but not limited to a Restaurant, a Vending Machine, Warehouse, Commissary or Mobile Unit. A Licensed Establishment or Facility is an establishment where food or drink is prepared for consumption by the public or any establishment where the public obtains food or drink so prepared in form or quantity consumable then and there, whether or not it is consumed within the confines of the premises where prepared, and also includes establishments that prepare food or drink in consumable form for service outside the premises where prepared.
18. **"Local Public Health Authority” or “LPHA”** means county governments or health districts established under ORS 431.414 that are responsible for management of local

public health services.

19. **"Mobile Unit"** means any vehicle on which food is prepared, processed or converted or which is used in selling and dispensing food to the ultimate consumer.
20. **"Organizational Camp"** includes any area designated by the person establishing, operating, managing or maintaining the same for recreational use by groups or organizations that include but are not limited to youth camps, scout camps, summer camps, day camps, nature camps, survival camps, athletic camps, camps that are operated and maintained under the guidance, supervision or auspices of religious, public and private educational systems and community service organizations.
21. **"Picnic Park"** means any Recreation Park that is for day use only and provides no recreation vehicle or overnight camping spaces.
22. **"Pre-Operational Inspections"** means those new facilities licensed under ORS 624, such as Restaurants, commissaries, and Mobile Units, for which an Inspection conducted before the food service operation is issued a license to operate.
23. **Priority item** means a provision in the Oregon Food Sanitation Rules OAR 333-150, 333-157, 333-158, 333-160, whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard. Priority item includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, and handwashing. Priority item is an item that is denoted in this code with a superscript P<sup>P</sup>; and is an item that carries a weight of five points on the Food Service Inspection Report or Inspectional Guide and is considered a critical violation as referenced in ORS chapter 624.
24. **Priority foundation item** means a provision in the Oregon Food Sanitation Rules OAR 333-150, 333-157, 333-158, 333-160, whose application supports, facilitates or enables one or more priority items. Priority foundation item includes an item that requires the purposeful incorporation of specific actions, equipment or procedures by industry management to attain control of risk factors that contribute to foodborne illness or injury such as personnel training, infrastructure or necessary equipment, HACCP plans, documentation or record keeping, and labeling. Priority foundation item" is an item that is denoted in this code with a superscript Pf<sup>Pf</sup>. Pf<sup>Pf</sup> is an item that carries a weight of three points on the food service inspection report and is considered a critical violation as referenced in ORS chapter 624.
25. **"Public Spa Pool"** means a Public Swimming Pool or wading pool designed primarily to direct water or air-enriched water under pressure onto the bather's body with the intent of producing a relaxing or therapeutic effect.
26. **"Public Swimming Pool"** means an artificial structure, and its appurtenances, that contains water more than two feet deep, is expressly designated or used with the knowledge and consent of the owner or operator for swimming or recreational bathing,

and is for the use of any segment of the public. Public Swimming Pool includes, but is not limited to, swimming pools owned or operated by:

- (a) Travelers' Accommodations;
- (b) Recreation Parks;
- (c) Colleges;
- (d) Schools;
- (e) Organizational camps as defined in ORS 446.310;
- (f) Clubs;
- (g) Associations;
- (h) Business establishments for their patrons or employees;
- (i) Private persons and that are open to the public;
- (j) Recreation districts;
- (k) Municipalities;
- (l) Counties; or
- (m) State agencies.

27. **"Public Wading Pool"** means an artificial structure, and its appurtenances, that contains water less than two feet deep, is expressly designated or used with the knowledge and consent of the owner or operator for wading or recreational bathing, and is for the use of any segment of the public, whether limited to patrons of a companion Facility or not.
28. **"Recheck Inspection"** means an Inspection to determine whether specified corrections have been made or alternative procedures maintained for violations identified in previous Inspections. In food service establishments, a Recheck Inspection also means an Inspection to determine whether specific corrections have been maintained for priority and priority foundation violations creating a significantly increased risk for foodborne illness. Recheck Inspections may be conducted either on pre-announced dates or unannounced.
29. **"Recreation Park"** means any area designated by the person establishing, operating, managing or maintaining the same for picnicking, overnight camping or use of recreational vehicles by the general public or any segment of the public. Recreation Park includes but is not limited to areas open to use free of charge or through payment of a tax or fee or by virtue of rental, lease, license, membership, association or common ownership and further includes, but is not limited to, those areas divided into two or more lots, parcels, units or other interests for purposes of such use.
30. **"Restaurant"** includes any establishment where food or drink is prepared for consumption by the public or any establishment where the public obtains food or drink so prepared in form or quantity consumable then and there, whether or not it is consumed within the confines of the premises where prepared, and also includes establishments that prepare food or drink in consumable form for service outside the premises where prepared, but does not include railroad dining cars, bed and breakfast facilities or Temporary Restaurants as defined herein.



31. **“Risk Control Plan (RCP)”** is a mutually agreed upon written plan (between the Local Public Health Authority and the management of the food establishment) that describes a management system for control of foodborne disease risk factors. The plan delineates necessary records, responsible personnel, what needs to be controlled, and how it will be controlled.
32. **“Temporary Restaurant”**:  
**“Intermittent temporary restaurant”** means an establishment:  
 (a) That operates temporarily at a specific location in connection with multiple public gatherings, entertainment events, food product promotions or other events, at least two of which are arranged for by different oversight organizations; and  
 (b) Where food is prepared or served for consumption by the public.  
**“Seasonal temporary restaurant”** means an establishment:  
 (a) That operates at a specific location in connection with multiple public gatherings, entertainment events, food product promotions or other events that are arranged for by the same oversight organization; and  
 (b) Where food is prepared or served for consumption by the public.  
**“Single-event temporary restaurant”** means an establishment:  
 (a) That operates in connection with a single public gathering, entertainment event, food product promotion or other event; and  
 (b) Where food is prepared or served for consumption by the public.
27. **“Tourist Facility”** means any Travelers’ Accommodation, hostel, Picnic Park, Recreation Park and Organizational Camp.
28. **“Travelers’ Accommodation”** includes any establishment, which is not a hostel, having rooms, apartments or sleeping facilities rented or kept for rent on a daily or weekly basis to travelers or transients for a charge or fee paid or to be paid for rental or use of facilities.
29. **“Vending Machine”** means any self-service device offered for public use which, upon insertion of a coin, coins, currency or token, or by other means, dispenses unit servings of food or beverage, either in bulk or package, without the necessity of replenishing the device between each vending operation.
30. **“Warehouse”** means any place where food, utensils, single-service articles, cleaning or servicing supplies for Vending Machines, Mobile Units or commissaries are stored.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A**

**Part 2**

**Statement of Work**

Each Party agrees that if a conflict arises between this Statement of Work and applicable Oregon Administrative Rules (OARs), the OARs will take precedence over this Statement of Work and the Parties shall amend this Contract to conform to the provision of those laws or regulations.

LPHA shall perform the work, hereinafter "the Work", of this Agreement in accordance with the following operational requirements and standards and required tasks and activities:

**I. Staffing and Training.**

1. LPHA shall:

- a. Provide the staff, facilities, materials, and equipment necessary to perform the Environmental Health Services required by this Agreement.
- b. Ensure that Inspections are conducted by Field Staff who are registered as required by ORS Chapter 700 et seq.
- c. Require at least one Environmental Health Specialist engaged in the FIPP, Tourist Facility and Public Swimming Pool programs to attend annual OHA sponsored or approved training in all three program areas.
- d. Within one year of hiring, send all Environmental Health Specialists to an orientation provided by OHA. This requirement does not apply to staff that have previously attended the training while employed in another jurisdiction.
- e. Ensure that the annual work hours available for a dedicated full time equivalent (FTE) for Field Staff in the Environmental Health Services program is based on a 40 hour week, and totals at least 1640 hours per annum, of which no more than 25% of this total per annum amount of hours is allocated for office and administrative duties and consultation, and of which 75% is for field Inspection activities.
- f. Observe the following standards, which are established to reflect the levels of effort and resources required to conduct the delegated activities and functions pursuant to the applicable sections of ORS 624, 448 and 446:
  - A. Utilize the staffing standards established in this subsection to determine LPHA budget for field Inspection activities.

- B. Limit Administrative Costs for the Environmental Health Services program to fifteen percent (15%) of Direct Costs for the Environmental Health Services program.
  - C. Staffing for the Environmental Health Services program shall not exceed a ratio of .35 FTE for clerical support staff and .25 FTE for supervisory staff relative to the FTE ratio established for LPHA Field Staff.
  - D. LPHA shall not claim expenditures for services and supplies for administering the Environmental Health Services program that exceed a ratio of .25 of personnel salary for direct program costs.
2. For the FIPP Program, the LPHA shall ensure that at least one Environmental Health Specialist is employed by LPHA, or providing FIPP services under sub-contract with LPHA, who has a current certification from OHA as a Food Service Standardization Officer.
    - a. If applicable, ensure that a new employee is certified as a food service standardization officer within 18 months of employment or within 18 months after becoming registered as an Environmental Health Specialist unless the LPHA elects to develop a plan for addressing this requirement and submits it to OHA for approval.
  3. For the Public Swimming Pool Program the LPHA shall ensure that:
    - a. Inspections are conducted by staff registered as required by ORS Chapter 700.
    - b. At least one Environmental Health Specialist on staff or through contract must successfully complete a National Swimming Pool Foundation (NSPF) Certified Pool Operator course or equivalent approved by OHA within 24 months of employment. OHA may waive this requirement upon request.
  4. Notwithstanding the time limits specified in paragraph I.2.a. the LPHA may elect to develop a training plan, subject to approval by OHA that allows for a longer time limit to comply with the certification requirement.
  5. Notwithstanding the administrative standards outlined in I.1.f, LPHA may determine staffing standards and actual costs of providing FIPP program services. In instances for which LPHA decides to determine its actual costs, LPHA must document and report to OHA actual time spent and expenses incurred. OHA, at its sole discretion, will conduct a Fiscal Audit of the costs of providing FIPP services claimed by LPHA.

## II. Inspections.

1. FIPP Program.
  - a. LPHA shall conduct a minimum of one Complete Inspection once each six months of operation, or fraction thereof in instances in which the Facility receiving Inspection is a seasonal or other Facility that does not operate on a full-year basis, for each Licensed Establishment, with the exception of bed and breakfast facilities and Temporary Restaurants. LPHA shall evaluate at least 10% of the Vending Machines of each licensed Vending Machine operator during each Inspection
  - b. LPHA shall ensure that average standards, relative to the size of the Licensed Establishment or Facility under Inspection, for completing Inspection functions by Field Staff, including travel time, are established as follows:
    - A. 0-15 seats, one and one half hours.
    - B. 16-50 seats, one and three quarter hours.
    - C. 51-150 seats, two hours.
    - D. Over 150 seats, two and one half hours.
  - c. Single-event, Seasonal and Intermittent temporary restaurants must receive a minimum of one Inspection during operation for each license issued;
  - d. Benevolent Single-event temporary restaurants may receive an Inspection or a consultation in lieu of an Inspection, as determined by the Local Public Health Authority.
  - e. Bed and Breakfast Facilities must be inspected once per year;
  - f. LPHA may, subject to OHA approval, substitute an alternative Inspection procedure or intervention once per year in place of a Complete Inspection.
  - g. LPHA shall implement an increased Inspection schedule for Licensed Establishments or facilities in accordance with OAR 333-157-0027. LPHA may, conduct two of the quarterly Inspections based upon a menu review consultation, an announced Inspection, a Risk Control Plan or other method sanctioned by OHA.
  - h. LPHA shall conduct a Pre-Operational or construction Inspection following review of the operational plan of a particular Licensed Establishment or Facility, and shall conduct a pre-operational or

construction Inspection prior to the operation of a new, remodeled, converted, renovated or altered establishment or Facility. The pre-operational Inspection is in addition to the requirement for a Complete Inspection in section II.1.a. of this Agreement.

- i. LPHA shall conduct a Complete Inspection to assign a public notice of sanitation within forty-five (45) days after opening for a Restaurant or Bed and Breakfast Facility. This Inspection counts toward one of the Inspections required in section II.1.a of this Agreement Exhibit.
- j. LPHA shall conduct Recheck Inspections of Licensed Establishments and facilities to determine if timely corrective action has been taken on noted priority and priority foundation violations or public health hazards.
- k. LPHA shall, at a minimum, furnish each FIPP Specialist with the following equipment or materials to conduct Inspections:
  - A. Temperature measuring devices, flashlight, Inspection forms and/or computer Inspection equipment, identification and business cards, rules, and stickers;
  - B. Food Service - Sanitizing swabs, test strips for chlorine and quaternary ammonium;
  - C. Food and waterborne illness investigation materials, specified in guidelines provided by OHA, and a light meter.
- l. For purposes of establishing program budget and staffing, LPHA shall assume an average Recheck Inspection rate of forty percent of the total number of Inspections conducted by the LPHA. A priority and priority foundation recheck inspection shall require an average of 45 minutes, including travel time.

2. Public Swimming Pool Program.

- a. All licensed pools and spas must receive a minimum of one Complete Inspection for every six months of operation or fraction thereof.
- b. Inspectors shall document pH, free residual chlorine, total chlorine, total alkalinity, total hardness, cyanuric acid (if used), water clarity (recorded as acceptable or unacceptable), water temperature, pressure and/or vacuum gauge readings and flow rate as measured by flow meter.
- c. The LPHA shall provide inspectors with a state-approved pool test kit and a 25-foot tape measure or equivalent device with the ability to accurately measure distance and depth.

3. Tourist Facility Program.
  - a. LPHA shall conduct a minimum of one Complete Inspection once each six months of operation, or fraction thereof in instances in which the Facility receiving Inspection is a seasonal or other Facility that does not operate on a full-year basis, for each Recreation Park and Organizational Camp.
  - b. Travelers' Accommodations and Hostels must be inspected on a schedule in accordance with local public health priorities and with consideration of the following criteria:
    - A. Complaints received from a guest at a particular Facility;
    - B. A history of rule violations;
    - C. A request for Inspection or consultation from a licensee;
    - D. Reports of illness or accidents associated with the Facility;
    - E. Change of owner or operator;
    - F. The Facility's method of sewage disposal, source of water and availability of local fire protection services;
    - G. Length of time since the last Inspection of the Facility;
  - c. OHA recommends a minimum of one Inspection every two years for Travelers' Accommodations and hostels.
4. LPHA shall ensure that Inspection reports are filled out completely and include at least the following information:
  - a. Specific problem and correction statements for all violations including Oregon Administrative Rule references.
  - b. Time limits for making corrections to violations, unless the violation is in the food program.
  - c. For the FIPP program Inspections must be documented as specified in OAR 333-157-0000. In addition, the LPHA shall indicate on the Inspection report the means and manner by which a priority and priority foundation violation has been corrected during Complete and Recheck Inspections.

**III. Food Handler Training.** LPHA shall assure that a food handler training program for food handlers is available in accordance with ORS 624.570 using minimum criteria developed by OHA. The LPHA shall provide a food handler training program if one is otherwise not available in its county. A LPHA may deviate from the minimum criteria developed by OHA if such deviation is pre-approved by OHA. The LPHA shall document the training methods used for food handler training in a manner specified by OHA.

**IV. Licensing and Fees**

1. The LPHA shall establish a single license fee per establishment or Facility type. Fees may not be added based on local determination of unique features of an establishment or Facility.
2. Licensing categories must be based upon those specified in ORS 446.310, 448.035 and 624.490. The Local Public Health Authority may not create additional licensing categories.
3. LPHA may, with OHA approval, establish and implement the following:
  - a. A fee schedule for licensees that require more than two (2) Recheck Inspections per year.
  - b. A fee schedule for costs associated with plan review conducted under guidelines established by OHA.
  - c. A reinstatement fee for late license reinstatement of licensees.
  - d. A schedule for pro-rated licensing and Inspection fees for partial year operation of licensees as follows: From January 1 through September 30, a full license fee is required. From October 1 through December 31, half the annual fee must be assessed.
4. LPHA shall ensure that license applications and licenses are issued on forms provided or approved by OHA.
5. LPHA may elect to recover the cost of the extra Inspections by charging a fee of up to one-half of the annual licensing fee otherwise assessable to the Restaurant for each additional Inspection.
6. LPHA shall issue a license only after the LPHA has received the fee from the Facility and has determined that the Facility is in "substantial compliance" with the requirements set forth in the applicable statutes and rules.

7. LPHA shall document and report to OHA the actual time spent and expenses incurred on program services and may be subject to a Fiscal Audit, in instances in which the license fees assessed by the LPHA are more than 20 % above or below the fees established in ORS 624.490. If LPHA requests a Fiscal Audit be conducted by a private auditing agency, LPHA shall, subject to OHA approval of the conduct of the audit by a private auditing agency, pay the costs and shall provide a copy of the audit report to OHA.
8. All license fees collected by the LPHA pursuant to ORS 446.425, ORS 448.448.005 to 448.090 and 624.510 must be paid into the county treasury and placed in a special revenue fund or the general fund of the county treasury and placed to the credit of the LPHA. Such monies must be used only for program services pursuant to ORS 446, 448 and 624. The LPHA must assure on an annual basis that all fees collected are used solely for the purposes of administering the programs as described in this section.
9. All moneys received by OHA under ORS 624 shall be paid into the State Treasury, deposited in the General Fund to the credit of the Public Health Account and used exclusively by OHA for the purpose of carrying out the provisions of ORS 624.

**V. Record Keeping and Reporting.** LPHA shall establish, implement and monitor standards and practices for record keeping and periodic reporting to OHA on the provision of Environmental Public Health services. The LPHA shall:

1. In accordance with ORS 192.001 to 192.170, record, and maintain for at least three years, documentation of all administrative matters delegated under ORS 446.425, ORS 448.100 or 624.510 including a record of any hearings; the time, date, place and copies of the complaint; all intended actions and orders; and the final disposition of the hearing proceedings.
2. At a minimum, maintain records according to the State Archive Division rules for:
  - a. Inspection reports,
  - b. Complaints and their disposition,
  - c. Communicable disease or suspected food-borne illness investigations,
  - d. License applications and licenses issued,
  - e. Food service Inspection scores,
  - f. Changes in public notice placards,
  - g. Food handler training materials,
  - h. Plan review records,
  - i. License denials, revocations, suspensions or other temporary closures,
  - j. Failed to Comply notices posted or any other enforcement actions take,



and

- k. Public Swimming Pool accidents
3. Upon OHA request, provide to OHA program information such as:
  - a. Inspections conducted, and
  - b. Workload indicators and staffing patterns.
4. Respond to surveys conducted by OHA.
5. Submit program information and surveys to OHA in a form within the technical abilities of the LPHA.
6. Maintain and update the guidance documents issued by OHA as well as other information required by OHA.

**VI. Technical Assistance and Consultation.** The LPHA shall, upon request by a licensee or member of the public, provide technical information and consultation to the public and those Licensed Establishments and facilities currently holding permits and licenses.

**VII. Minimum Standards, Program Review and Penalties.** LPHA shall be subject to the minimum standards, program review, and penalty provisions set forth below.

1. The LPHA must request approval prior to implementing alternative Inspection or enforcement procedures. The LPHA must include expected performance measures and outcomes in the annual plan required to be submitted under ORS 431.385.
2. The LPHA is subject to a performance review of both office and field activities to determine compliance with these rules. OHA will conduct a review of each LPHA at least once every three years. OHA will submit the results of the review to the LPHA.
3. The LPHA shall cooperate with OHA in a triennial Fiscal Audit that will be conducted by OHA. LPHA may also be subject to additional Fiscal Audits if deemed necessary by OHA. If the LPHA requests a Fiscal Audit required in OAR 333-012-0070(3) be conducted by a private auditing agency, the LPHA shall pay the costs and a copy of audit report must be provided to OHA.
4. The LPHA shall, at least once each calendar year, cooperate with OHA in the completion and submission of an OHA survey that is designed to determine accomplishments of LPHA performance of Environmental Health Services and of anticipated needs for further refinements in the performance of these services. The information obtained by OHA from the survey is intended to assist OHA in providing assistance, guidance, training, consultation and support for Environmental Health Services as needed.

5. If a review reveals that LPHA is not complying with the provisions of this Agreement or applicable Environmental Health Services rules or regulations, OHA will inform LPHA of the action required to correct performance deficiencies, and of the time frame by which the corrective action must be completed. LPHA shall correct the deficiencies within the time frames required and report the corrections to OHA.
6. If OHA determines that the deficiencies result in a serious human health hazard, OHA shall require immediate compliance of LPHA. If OHA determines that the deficiencies do not result in a serious human health hazard, a longer period of time may be allowed for compliance, however, the maximum time allowed for compliance, after notice is issued by OHA, shall be as follows:
  - a. Up to 90 days to correct administrative deficiencies such as, but not limited to, accounting reports and records.
  - b. Up to 180 days to correct program deficiencies such as, but not limited to, inadequate frequency of inspections, scoring, staffing and lack of enforcement action.
  - c. Notwithstanding paragraph 6. a. and b. of this section, OHA, at its sole discretion, may allow a longer time frame for compliance if deemed necessary;
7. If OHA determines that the LPHA did not use the proper cost elements in determining the fee or that the amount of the fee is not justified, OHA may order the LPHA to adjust any fee, as soon as is possible, to a level supported by OHA's analysis of the fee.
8. In instances in which OHA notifies LPHA of an emergency health hazard, and LPHA is either unwilling or unable to administer or enforce delegated standards, OHA may, pursuant to ORS 431.170, immediately take responsibility of the functions and collect the monies necessary to protect public health. When the health hazard has been resolved or is no longer an emergency, OHA may return authority to the LPHA, and may initiate a review to determine if delegation is to be continued.
9. OHA may deny or revoke the delegation of a program in instances in which the LPHA:
  - a. Does not have sufficient qualified personnel to conduct the program.
  - b. Has failed to perform its delegated duties.
  - c. Has engaged in deceit or fraud in the conduct of the program or maintenance of its associated records.

10. OHA will impose suspension or rescission of a delegation in accordance with ORS Chapter 183 relating to contested cases.
11. OHA will immediately respond to a request by the LPHA for personnel or equipment during an emergency. If OHA is unable to assist as requested, OHA will immediately notify the LPHA and provide such assistance as is available to OHA.

### **VIII. Establishment of Enforcement Procedures.**

1. In accordance with the requirements of ORS Chapter 183, LPHA shall comply with its own rules for conducting administrative hearings for permit and license denial for those applicants for permits and licenses that have been denied permits and licenses, and for the suspension or revocation of licenses for which LPHA suspends or revokes licenses.
2. Enforcement Procedures. LPHA shall utilize all administrative and legal means necessary to enforce ORS 446.310 to 446.349, 448.005 to 448.060, and 624.010 to 624.130, 624.310 to 624.430, and 624.490 to 624.550, and Oregon administrative rules developed there under and implement OHA policies relating to the Environmental Public Health Program. OHA will consider failure to adhere to statutes and rules governing environmental public health services as unacceptable surveillance and enforcement.

### **IX. Determination and Remittance of LPHA Consultation Services Remittance.**

LPHA and OHA shall comply with ORS 446.321 and 446.322, 448.030 and 448.035, ORS 624.020, and OAR 333-012-0057 for collecting fees from licensees and the LPHA shall remit fees to OHA in accordance with this Agreement.

#### **1. FIPP Remittance**

OHA will establish a biennial fee assessment for each LPHA. In April of even-numbered years, OHA, in consultation with LPHA and applicable advisory groups, may recalculate the fee assessment amount for LPHA during the second year of the biennium, based on updated license and Inspection counts and program expenditures. In instances in which OHA revises the fee assessment amount for a LPHA during the second year of the biennium, OHA will provide notice to LPHA of the revision, and will establish the revised second-year fee assessment amount pursuant to a duly executed amendment to this Agreement.

- a. The FIPP remittance amount must be determined by:
  - i. Projecting license revenue for the biennium using state marker fees.
  - ii. Taking the biennial budget for the environmental public health

services programs and dividing it by the revenue projection to yield a percentage factor.

- iii. Taking each LPHA's revenue projection for environmental public health services, using state marker fees, is then multiplied by that factor to yield the remittance amount.
- b. Fifty percent (50%) of the biennial fee assessment is payable to the OHA each year unless otherwise negotiated with OHA.
- c. The annual amount remitted to OHA in the first year of the biennium may not be less than thirty-five percent (35%) of the biennial fee assessment.
- d. The LPHA must provide to OHA a quarterly remittance payment, in accordance with the time frames and procedures set forth in Exhibit A, Part 3, Section 2.
- e. Assessments may not be represented as a surcharge or added charge.

## 2. Public Pool Remittance

OHA shall consult with representatives of local health officials and industry in determining the amount to be remitted by each Local Public Health Authority that has accepted delegation for the Public Swimming, Spa and Wading Pool Program for the purposes of supporting the statewide consultation and program services costs:

- a. The consultation must occur no later than April of each odd numbered year in order to determine the amount required to be remitted to OHA in the following biennium;
- b. The consultation must consider program expenditures and current Public Swimming Pool, Public Spa Pool and Public Wading Pool Facility inventories while determining the amount of the remittance.

## 3. Tourist facility Remittance

The county, quarterly, shall remit 15 percent of an amount equal to the state licensing fee or 15 percent of the county license fee whichever is less, to OHA for consultation service and maintenance of the statewide program.

## **X. Epidemiology Investigation and Reporting.**

LPHA shall investigate all suspected illnesses connected with facilities licensed under this Agreement. The reports of all investigations of confirmed illnesses must be submitted to OHA as required by OAR 333-018. LPHA shall also notify the Department of investigations expected to result in confirmed foodborne illness.

## **XI. Ordinances.**

The LPHA may adopt ordinances on applicable matters provided they are not less stringent than the Oregon Administrative Rules adopted pursuant to ORS Chapters 183, 446, 448 and 624. Any ordinance proposed for adoption on matters applicable to food service operators more stringent than those set forth in ORS 624 and rules adopted thereunder must be approved by OHA and the cost of implementing any ordinance so adopted may not be charged to license fees adopted pursuant to ORS 624.510(2). Notwithstanding the provisions of the section, when an emergency exists and delay will result in an immediate danger to public health, Local Public Health Authorities may adopt ordinances without prior OHA approval. This section does not affect ordinances that are required to be adopted as specified in these rules.

## **XII. OHA Statement of Work**

OHA shall perform the following additional functions under this Contract:

1. Provide periodic training to LPHA staff at no cost to the LPHA including at least one annual meeting and one regional meeting;
2. As needed, develop, support, and provide technical assistance for statewide computer licensing and inspection program and database;
3. Provide at no cost, electronic versions of educational materials such as food handlers booklets, training videos, hand washing signs, temperature control signs, and other educational materials;
4. Support the inspection programs by providing technical assistance and interpretation of this Contract, administrative rules and other laws enforced by LPHA under this Contract;
5. Provide FIPP standardization for at least one person in the county in the FIPP program;
6. Provide training on swimming pool and spa review;
7. Provide personnel to LPHA to perform inspection services in case of an emergency.
8. Provide training on tourist accommodation and organizational camp rules.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A**

**Part 3**

**Payment and Financial Reporting**

1. **Compensation.** The maximum, not-to-exceed compensation payable to OHA under the requirements of this Agreement which includes any allowable expenses is **\$108,407.00**. OHA may not receive payment for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before LPHA performs Work subject to the amendment.

Interim remittances shall be made to OHA subject to ORS 293.462, and in accordance with terms and conditions set forth in Exhibit A, Part 2, IX of this Agreement.

- a. **Foodborne Illness Prevention Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit **\$13,551.00** to OHA which is a portion of the fees collected by LPHA pursuant to the FIPP Work performed under this Agreement that is approximately twenty-five percent (25%) of the fees assessed for LPHA for a particular calendar year, or as negotiated and modified by amendment to this Agreement.
- A. The remittance to OHA shall be accompanied by a written remittance summary report that shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain each remittance category contained in the report.
- B. Each remittance summary report also shall include the total amount remitted to date by LPHA prior to the current remittance LPHA shall send remittances to OHA's Agreement Administrator.
- b. **Public Pool and Spa Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, LPHA shall remit to OHA **\$45.00** for each license issued by LPHA in that quarter under ORS 448.035, which is a portion of the fees collected by LPHA.
- c. **Tourist Facility Program** - Not later than thirty (30) days following the last day of a particular calendar quarter, for each license issued in that quarter, the Local Public Health Authority must remit 15% of the state licensing fee or 15% of the Local Public Health Authority license fee, whichever is less, to OHA for consultation services and maintenance of the statewide program for facilities licensed under ORS 446.425.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A  
Part 4**

**State Food Pool and Lodging Section Oversight Activities**

OHA shall perform the oversight activities, of this Agreement in accordance with the following tasks and activities:

1. Provide the centralized oversight and system development to enable LPHA to enforce laws and regulations that protect public health and assure consistency and uniformity in program application.
2. Evaluate effectiveness, accessibility and quality of environmental health services provided by LPHA.
3. Maintain industry and community relations.
4. Assure a competent environmental health workforce – according to the annual Program Plans of the Foodborne Illness Prevention Program and Public Pool and Lodging Program.
5. OHA shall conduct a review of LPHA at least once during the period of this Agreement. OHA shall submit the results of the review to the LPHA. OHA may, in its discretion, conduct the review in the field using an inspection protocol.
6. OHA shall conduct a triennial fiscal audit of the LPHA and OHA may conduct additional fiscal audits of the LPHA if deemed necessary.
7. OHA shall survey each LPHA at least annually to determine accomplishments and needs. The survey results shall guide OHA in providing assistance, guidance, training, consultation and support as needed.
8. When a LPHA has been notified of an emergency health hazard and is either unwilling or unable to administer or enforce environmental health services statutes or rules, as delegated, OHA may, pursuant to ORS 431.170, immediately take responsibility of the functions and collect the monies necessary to protect public health. When the health hazard has been resolved or is no longer an emergency, the Authority may return authority to the LPHA or may initiate a review to determine if delegation to LPHA is to be continued.

9. OHA shall immediately respond to a request by the LPHA for personnel or equipment during an emergency. If the Authority is unable to assist as requested, OHA shall immediately notify the LPHA and provide any possible assistance.



**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT B**

**Standard Terms and Conditions**

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

  - a. LPHA represents and warrants as follows:

    - (1) Organization and Authority. LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this

Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.
  - (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - (4) LPHA has the skill and knowledge possessed by well-informed members of its industry, trade or profession and LPHA will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in LPHA's industry, trade or profession;
  - (5) LPHA shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- b. OHA represents and warrants as follows:
- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
  - (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of

OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- (4) OHA has the skill and knowledge possessed by well-informed members of its industry, trade or profession and OHA will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in OHA's industry, trade or profession.

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

**5. Reserved**

**6. Reserved**

7. Nothing in this Agreement shall require LPHA or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

**8. Ownership of Intellectual Property.**

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

**9. LPHA Default.**

LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by LPHA is untrue in any material respect when made;
- c. LPHA (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets, or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**10. OHA Default.**

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

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

**11. Termination.**

- a. LPHA Termination. LPHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
  - (2) Upon 45 days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
  - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as LPHA may specify in the notice; or
  - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. OHA Termination. OHA may terminate this Agreement:
- (1) For its convenience, upon at least 30 days advance written notice to LPHA;
  - (2) Upon 45 days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to LPHA or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
  - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
  - (4) Upon 30 days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
  - (5) Immediately upon written notice to LPHA, if any license or certificate

required by law or regulation to be held by LPHA or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;

- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

**12. Effect of Termination**

- a. Entire Agreement.
  - (1) Upon termination of this Agreement, LPHA shall have no further obligation to make remittance payments to OHA under this Agreement, except for the remittance of payments for fees collection prior to the termination of the agreement.
  - (2) Upon termination of this Agreement, neither party shall have an obligation to perform Work under this Agreement except as otherwise required by law.
- b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

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

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

this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. LPHA shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

**16. Information Privacy/Security/Access.**

If the Work performed under this Agreement requires LPHA or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0000 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**17. Force Majeure.** Neither OHA nor LPHA shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond the reasonable control of OHA or LPHA respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

**18. Assignment of Agreement, Successors in Interest.**

- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**19. Resolution of Disputes, Generally.** In the event a dispute arises under this Contract, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussions to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussions, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in the Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity."

**20. Subcontracts.** LPHA shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, LPHA shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the LPHA with respect to Sections 1, 2, 3, 4, 8,

15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve LPHA of any of its duties or obligations under this Agreement.

21. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to LPHA or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA:           Office of Contracts and Procurement  
                  250 Winter Street NE  
                  Salem, OR 97301  
                  Telephone: (503) 945-5818  
                  Facsimile Number: (503) 378-4324



LPHA: Clackamas County acting by and through its Health and Human Services  
Department  
Sherry Whitehead  
2051 Kaen Road, Suite 367  
Oregon City, Oregon 97045  
Telephone: (503) 742-5342  
Facsimile Number: (503) 742-5352

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Construction.** Reserved
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

- 31. Indemnification by Subcontractors.** LPHA shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT C  
Subcontractor Insurance Requirements**

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

**TYPES AND AMOUNTS.**

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$1,000,000 must be included.
2. **PROFESSIONAL LIABILITY:** Covers any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

Professional liability insurance is required for entities that employ professionals and when professional liability insurance is available for the profession.

3. **COMMERCIAL GENERAL LIABILITY:** Covers bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. **AUTOMOBILE LIABILITY INSURANCE:** Required for first tier contractors when the scope of work includes transportation. Covers all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

- Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

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

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT D**

**Required Sub-Contractor Provisions**

1. Subcontractor shall comply with all applicable provisions of that certain Agreement (the "Agreement") between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and LPHA.
2. Subcontractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
3. Subcontractor shall make available to OHA or to any Client, any and all written materials in alternate formats in compliance with OHA's policies or administrative rules. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to this contract.
4. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, OHA or LPHA.
5. Subcontractors(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims
6. First tier Subcontractors(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit C of the certain 2015-2017 Intergovernmental Agreement For Environmental Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2015 which Exhibit is incorporated herein by this reference.

July 09, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment # 3 to an Agreement with  
Oregon Health & Science University

<b>Purpose/Outcomes</b>	This agreement provides on-line medical direction, trauma communications coordination, and central data collection
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$94,070. Bringing the contract maximum value to \$341,229.00
<b>Funding Source</b>	No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 01, 2015 and terminates on June 30, 2018
<b>Previous Board Action</b>	The BCC last approved this agreement on May 31, 2012 agenda item 053115-A7
<b>Contact Person</b>	Dana Lord, Public Health Director – 503-655-8479
<b>Contract No.</b>	229

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing, and Human Services Department (H3S) requests the approval of amendment # 3 to an existing agreement with Oregon Health & Science University (OHSU), Department of Emergency Medicine for the continuation of consultation for Emergency Medical Services.

The agreement with OHSU provides on-line medical direction, trauma communications coordination, and central data collection. The Board last reviewed and approved this agreement on May 31, 2012.

Amendment # 3 extends the agreement through June 30, 2018 and adds \$94,070, bringing the contract maximum to \$341,229.00. No county general funds are involved. County Counsel reviewed the initial agreement in August 2006. Amendment # 3 is effective July 1, 2015 and expires June 30, 2018.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

**AMENDMENT #3  
TO THE AGREEMENT BETWEEN  
OHSU  
AND  
CLACKAMAS COUNTY FOR  
EMERGENCY MEDICAL SERVICES**

This is the third Amendment to the Agreement that was effective July 1, 2006 between Clackamas County ("COUNTY") and Oregon Health & Science University ("OHSU"), an Oregon public corporation, for the services of the OHSU Department of Emergency Medicine for the provision of Emergency Medical Services.


WHEREAS, OHSU and COUNTY wish to amend this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The parties agree to extend the term of the agreement to cover the period beginning **July 1, 2016** and continuing through **June 30<sup>th</sup> 2018**.
2. The parties agree to increase the payment provide to OHSU for services provided under this agreement by two percent per year beginning July 1st, 2015. The compensation rate for this agreement shall be as follows:
  - a. July 1<sup>st</sup>, 2015 - June 30<sup>th</sup> 2016: \$30,755 per year
  - b. July 1<sup>st</sup>, 2016 - June 30<sup>th</sup> 2017: \$31,345 per year
  - c. July 1<sup>st</sup>, 2017 - June 30<sup>th</sup> 2018: \$31,970 per year
3. This amendment shall be effective July 1, 2015 and shall continue until June 30, 2018, unless the Agreement is terminated earlier. In all other respects, the Agreement effective July 1, 2006, as amended in 2009, shall remain in full force and effect.

**OREGON HEALTH & SCIENCE  
UNIVERSITY**

**CLACKAMAS COUNTY**

By:   
Thomas M. Heckler,  
Senior Associate Dean,  
School of Medicine

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

6/17/15  
Date

**Signing on Behalf of the Board:**

Richard Swift, Interim Director  
Health, Housing, and Human Services

Date



July 9, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement with  
Multnomah County, for a Public Health Officer

<b>Purpose/Outcomes</b>	Amendment #1 extends the term of the agreement one year and adds funding. The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	\$165,300.00
<b>Funding Source</b>	Local Public Health Authority grant funds through the Oregon Health Authority. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 01, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The Original contract was approved by the BCC. June 26, 2014 Agenda item 062614-A15
<b>Contact Person</b>	Dana Lord, Public Health Director – 503-655-8479
<b>Contract No.</b>	6836 -1

**BACKGROUND:**

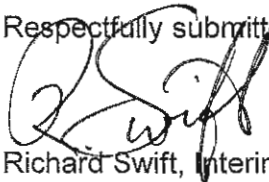
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with Multnomah County. The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County. Amendment #1 adds funding and extends the term of the agreement one year.

Amendment #1 is effective July 01, 2015 and continues through June 30, 2016. The Original agreement was reviewed by County Counsel on June 16 2014.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

MULTNOMAH COUNTY  
INTERGOVERNMENTAL AGREEMENT AMENDMENT  
(Renewal of Contract.)

Contract No. 201403 (old 0708084) AMD\_1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2014 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 201403:
2. Contract No. 201403 shall be extended for an additional period commencing July 1, 2015 ending June 30, 2016
3. The total amount of this renewal shall not exceed \$165,300.00
  
4. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: N/A

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

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

Print Name: \_\_\_\_\_

Dept Director or Designee: Joanne Fuller/WJ

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

Date: 6/22/15

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

REVIEWED:

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By BN/WES  
Assistant County Attorney

Approved as to form  
by: \_\_\_\_\_

Date: 6/19/2015

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

July 09, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with the State of Oregon,  
 acting by and through its Oregon Health Authority for Operation  
as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Represents the base funding for public health programs in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$2,465,739.
<b>Funding Source</b>	Oregon Health Authority funds. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 01, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on June 27, 2013, Agenda item 062713-12
<b>Contact Person</b>	Dana Lord, Public Health Director – 503-655-8479
<b>Contract No.</b>	7271

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This renewal agreement represents the base funding for public health programs in Clackamas County. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, City Readiness Initiative, and Women’s, Infants, and Children (WIC) Program.

This contract is effective July 1, 2015 and continues through June 30, 2017. This contract has been reviewed and approved by County Counsel on June 30, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486, and TTY at 503-378-3523.

**AGREEMENT #148002**

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County Health, Housing, and Human Services, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County ("LPHA").

**RECITALS**

WHEREAS, ORS 431.375 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA's public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA's public health programs.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

1. **Effective Date and Duration.** This Agreement is effective on **July 1, 2015**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2017**.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A Definitions

Exhibit B Program Element Descriptions

Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms

Exhibit D Special Terms and Conditions

Exhibit E General Terms and Conditions

Exhibit F Standard Terms and Conditions

Exhibit G Required Federal Terms and Conditions

Exhibit H Required Provider Contract Provisions

Exhibit I Provider Insurance Requirements

Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit A, Exhibit F, Exhibit E, Exhibit C, Exhibit D, Exhibit B, Exhibit G, Exhibit H, Exhibit I, and Exhibit J.

3. **Contractor or Sub-Recipient Determination and CFDA Numbers.** Contractor or Sub-Recipient determination is listed at Exhibit A "Definitions". Related federal policy and procedures are referenced in Exhibit G "Required Federal Terms and Conditions", paragraph 7. "Audits". Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement are listed at Exhibit A, paragraph 16. "Program Element".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below their respective signatures.

**4. SIGNATURES.**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_  
Name: Priscilla M. Lewis  
Title: Deputy Public Health Director  
  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**  
*Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General by email on June 9, 2015. Copy of emailed approval on file at OHA, OC&P .*

**REVIEWED:**

**OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
Name: Carole Yann (or designee)  
Title: Program Support Manager  
  
Date: \_\_\_\_\_

**OFFICE OF CONTRACTS & PROCUREMENT**

By: \_\_\_\_\_  
Name: Phillip G. McCoy, OPBC, OCAC  
Title: Contract Specialist  
  
Date: \_\_\_\_\_

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT A**

**DEFINITIONS**

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

1. **“Agreement”** means this 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination of this Agreement, of amounts OHA actually disbursed to LPHA under this Agreement with amounts that OHA is obligated to pay to LPHA under this Agreement based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Subtitle B with guidance at 2 CFR Part 200 except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Claims”** has the meaning set forth in Section 2 of Exhibit F.
5. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
6. **“OHA”** means the Oregon Health Authority of the State of Oregon.
7. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the Federal Government of the United States.
8. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time.
9. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.iii.(B)(ii).(a).
10. **“LPHA”** has the meaning set forth in the first paragraph of this Agreement.
11. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

12. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act.
13. **“Misexpenditure”** means money disbursed to LPHA by OHA under this Agreement and expended by LPHA that:
  - a. Is identified by the Federal Government as expended contrary to applicable statutes, rules, or any other authority that governs the permissible expenditure of such money for which the Federal Government has requested reimbursement by the State of Oregon and whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
  - b. Is identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by LPHA, contrary to applicable statutes, rules, or any other authority that governs the permissible expenditure of such money; or
  - c. Is identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
14. **“Provider”** has the meaning set forth in Section 4 of Exhibit E. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Provider also includes LPHA if LPHA provides services described in the Program Element directly.
15. **“Provider Contract”** has the meaning set forth in Section 4 of Exhibit E.
16. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B, whose costs are covered in whole or in part with financial assistance that OHA pays to LPHA pursuant to this Agreement: *[this section continues next page.]*



**2015-2017 PROGRAM ELEMENTS (PE)**

<b>PE NUMBER AND TITLE</b> • <b>SUB-ELEMENT(S)</b>	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA #</b>	<b>SUB-RECIPIENT (Y/N)</b>
<u>PE 01</u> State Support for Public Health	GF			N
<u>PE 03</u> Tuberculosis Case Management	GF/FF	CDC/TB Prevention and Control	93.116	Y
<u>PE 04</u> Sustainable Relationships for Community Health (SRCH)	FF	CDC/1305 Non-PPHF CDC/1305 PPHF AOA/CDSME	93.945 93.757 93.734	N
<u>PE 05</u> Health Impact Assessment (HIA) Program (Phase I): Building Capacity in Local Public Health Authorities	FF	CDC	93.070	Y
<u>PE 06</u> Brownfields and Public Health: Building Capacities in Local Public Health Authorities (LPHA)	FF	CDC/ATSDR	93.161	Y
<u>PE 07</u> HIV Prevention Services	GF/FF	CDC/Comprehensive HIV Prevention Projects for Health Depts.	93.940	Y
<u>PE 08</u> Ryan White Program, Part B HIV/AIDS Services	GF			Y
<u>PE 10</u> Sexually Transmitted Disease (STD)	GF			N
<u>PE 13</u> Tobacco Prevention and Education Program (TPEP)	OF			N
<u>PE 14</u> Tribal Healthy Communities	FF	CDC/Collaborative Chronic Disease Prevention, CDC/Asthma from a Public Health Perspective, CDC/ACA Collaborative CD Program, AOA/CDSME Program	93.283 93.070 93.734 93.544	Y
<u>PE 15</u> Healthy Communities (HC) Phase II - Implementation	OF/FF	CDC/Collaborative Chronic Disease Prevention, CDC/Asthma from a Public Health Perspective, CDC/ACA Collaborative CD Program, AOA/CDSME Program	93.283 93.070 93.734 93.544	Y
<u>PE 16</u> Tribal Tobacco Prevention and Education Program	OF			N
<u>PE 19</u> PDES • BJA Prescription Drug Monitoring	FF	USDOJ	16.754	Y

## 2015-2017 PROGRAM ELEMENTS (PE)

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA #</b>	<b>SUB-RECIPIENT (Y/N)</b>
• Survey Unit Oversight	OF			N
• CMMI Race Over Sample	FF	CDC	93.624	Y
• Falls Prevention	FF			Y
<u>PE 20</u> Statewide Lead Line	FF	EPA	66.707	Y
<u>PE 21</u> Services to Victims of Sexual Offenses (OCADSV)	FF	CDC/Public Health Block Grant	93.758	Y
<u>PE 25</u> Metro Area Pertussis Surveillance	FF	CDC/EIP Grant	93.283	Y
<u>PE 30</u> Community Prevention Program	FF	DHHS	93.624	Y
<u>PE 40</u> Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Services	FF	Agriculture/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	Y
<u>PE 41</u> Reproductive Health Program	FF	DHHS/Family Planning Services	93.217	Y
<u>PE 42</u> Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants	93.994	N/Y* *OMC Title V
<u>PE 43</u> Public Health Practice (PHP) - Immunization Services	GF/FF	CDC/Immunization Grants	93.268	N
<u>PE 44</u> School-Based Health Centers (SBHC)	GF			N
<u>PE 45</u> Tribal Maternal and Child Health Services	FF	HRSA/ Maternal & Child Health Block Grants	93.994	Y
<u>PE 48</u> Personal Responsibility Education Program (PREP)	FF	DHHS/ACA/ Personal Responsibility Education Program	93.092	Y
<u>PE 50</u> Safe Drinking Water (SDW) Program	OF/FF	EPA/Primacy, EPA/SRF State Program Management	66.432 66.468	N

17. **“Program Element Description”** means the description of the group of services falling within a Program Element, as set forth in Exhibit B.
18. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.
19. **“Contractor”** or **“Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 16 “Program Element” above.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT B**

**PROGRAM ELEMENT DESCRIPTIONS**

**Program Element #01: State Support for Public Health (SSPH)**

1. **Purpose of State Support for Public Health Services (SSPH).** State Support for Public Health (SSPH) funds awarded to LPHA must only be used in accordance with and subject to the requirements and limitations set forth below to operate a Communicable Disease control program in LPHA's service area that includes the following components: (i) epidemiological investigations that report, monitor and control Communicable Disease, (ii) diagnostic and consultative Communicable Disease services, (iii) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (iv) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (v) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

2. **Definitions Specific to SSPH**

a. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.

b. **Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control:** Minimum standards for local health department services for the control of Communicable Diseases as adopted by the Conference of Local Health Officials (CLHO) in June 2008, available online at:...

*[Copy this link and paste into your browser's address bar.]*

<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20administrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf>

...and the Oregon Health Authority in accordance with ORS 431.345 and OAR 333 Division 14.

3. **Standards for Program Operations.**

a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437

and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.

- b. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at:

*[Copy this link and paste into your browser's address bar.]*

<http://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/REPORTINGCOMMUNICABLEDISEASE/Pages/index.aspx>

- 4. **Reporting Requirements.** LPHA must complete and submit to OHA, no later than August 25 of each fiscal year, an Oregon Health Authority Public Health Division Expenditure and Revenue Report.

### **Program Element #03 - Tuberculosis Services**

1. **Description.** ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA’s TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA’s TB investigation and control program.
  
2. **Definitions Specific to TB Services.**
  - a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
  - b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Disease Society of America.
  - c. **Associated Cases:** Additional cases of TB disease discovered while performing a contact investigation.
  - d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.
  - e. **Case:** A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
  - f. **Cohort Review:** A systematic review of the management of patients with TB disease and their contacts. The “cohort” is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.
  - g. **Contact:** An individual who was significantly exposed to an infectious case of active TB disease.
  - h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
  - i. **Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.

- j. **Interjurisdictional Transfer:** A TB suspect, case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. **Investigative Guidelines:** Department guidelines, dated as of December 2013, which are incorporated herein by this reference are available for review at <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- l. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. **Medical Evaluation:** A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay (QuantiFERON<sup>®</sup>-TB Gold In-Tube test or T-SPOT<sup>®</sup>.TB test), chest x-ray, and any appropriate bacteriologic/histologic examinations.
- n. **Suspected Case:** A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. **TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

### 3. Procedural and Operational Requirements.

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement, as defined above and further described below and in OHA's Investigative Guidelines.
- b. Tuberculosis Case Management Services. LPHA's TB Case Management Services must include the following minimum components:
  - i. LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
  - ii. LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the

completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.

- iii. LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
- iv. LPHA must develop a plan to ensure patient adherence with TB treatment guidelines for each individual within LPHA's jurisdiction identified by or reported to LPHA as having active TB disease. This plan should include the use of DOT for the majority of patients. If DOT will not be used, other methods to ensure patient adherence with treatment guidelines must be utilized and documented (e.g. monthly pill counts or other). Evidence of patient adherence (such as DOT records) must be documented in each individual's chart.
- v. DOT Guidelines: DOT is the standard of care for the treatment of TB. Virtually all cases of active TB disease should be treated via DOT. If DOT is not utilized, the LPHA may be asked to justify to Department why DOT was not used for that particular individual.

The clinical indications and socioeconomic factors listed below are strong indicators that DOT is necessary to ensure adequate treatment of the individual and to prevent acquired drug resistant TB. Patients with the following risk factors must be on DOT. If patients with any of the below circumstances will not be on DOT for any reason during their course of treatment, OHA must be contacted and a plan to ensure compliance discussed.

**(A)** Clinical indications which require DOT include:

- (I) HIV and TB co-infection
- (II) Reactivation of TB disease or history of previous TB treatment
- (III) MDR-TB
- (IV) Smear positivity
- (V) Cavitory disease
- (VI) History of drug and alcohol abuse within the last 6 months
- (VII) Evidence of severe malnourishment with BMI <18.5
- (VIII) Patient < 18 years old

**(B)** Socioeconomic factors which require DOT include:

- (I) Homelessness
- (II) History of failure to arrive for clinic appointments and/or noncooperation with LPHA interventions and/or history of non-adherence with prescribed medical therapy (TB or other)
- (III) Presence of child/children or immunocompromised individual in the household

- (IV) Resident of a congregate setting such as jail, long term care facility, group home or homeless shelter.
  - (V) Patient unable to self-administer medications due to mental, physical, or emotional impairments
  - (VI) Patient shows poor understanding of TB diagnosis, or non-acceptance of diagnosis. Consider level of understanding especially carefully for patients with low literacy and/or low levels of English proficiency.
- (C) Patients not on DOT initially must start DOT if any of the following occur:
- (I) Slow sputum culture conversion (culture still positive > 2 months after treatment started)
  - (II) Slow clinical improvement or clinical deterioration while on TB therapy
  - (III) Adverse reaction to TB medications
  - (IV) Significant interruptions in therapy due to nonadherence
- vi. LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
- (A) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
  - (B) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
- vii. With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.
- The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- c. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
  - d. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with OHA.
  - e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.



4. **Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to OHA:

- a. LPHA shall notify OHA's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize OHA's "TB Disease Case Report Form" for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to OHA's TB Program utilizing the "TB Disease Case Report Form" within 5 business days of conclusion of treatment.
- b. LPHA shall submit the "TB Contact Investigation Form" to OHA's TB Program or enter contacts into the Orpheus database in accordance with the timelines described in the instructions for the reporting forms designated by OHA for this purpose. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

5. **Performance Measures.** If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals by 2015:

- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
- c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
- d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
- e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
- f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

**Program Element #08: Ryan White Program, Part B HIV/ AIDS Services**

1. **General Description.** Funds provided under this Agreement for this Program Element must only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver to eligible individuals with HIV and their families one or more of the services described in the Program, Part B of XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program), referred to hereafter as “Ryan White Program”. Expenditure of these funds must be directly related to an individual’s HIV positive status and is necessary to help him/her remain in HIV medical care or to the removal of barriers to his/her receipt of appropriate medical care and treatment. All Ryan White Program, Part B HIV/AIDS Services that are supported in whole or in part with funds provided under this Agreement must be delivered in accordance with OAR 333-022-2000 and the Oregon “HIV Medical Case Management Standards of Service” and “HIV Case Management and Support Services Policies, Services Definitions & Guidance”.

2. **Definitions specific to Ryan White Program, Part B HIV/AIDS Services.**

a. **Case Management or Case Management Services.** Case management is a range of client-centered services that link clients with health care, psychosocial and other services. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client’s and other key family members’ needs and personal support systems. Key activities include (1) initial assessment of service needs, (2) development of a comprehensive, individualized service plan, (3) coordination and referral follow-up of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. Case management includes client-specific advocacy and review of the client’s utilization of services. Case management includes, but is not limited to face-to-face coordination, phone contact, and other appropriate forms of communication.

Two types of case management are allowable: medical case management and non-medical case management. Medical case management must be provided by a Registered Nurse licensed in Oregon. The coordination and follow-up of medical treatments is a component of medical case management. Medical case management includes the provision of medical treatment adherence counseling to ensure readiness for, and adherence to, HIV/AIDS medication regimens and treatments. Additionally, medical case management includes liver health, nutritional and oral health assessment and education.

b. **Oregon Health Authority (OHA), Part B Ryan White Program, Part B HIV Medical Case Management Standards of Service:** The “Standards”, incorporated herein by this reference that outlines or defines the set of standards and provides directions for delivery of HIV/AIDS Case Management in the State of Oregon. These standards also provide a framework for evaluating HIV/AIDS Case Management Services and defining a case manager’s accountability to the public and to the individuals receiving Ryan White Program, Part B Program, Part B HIV/AIDS Services. These standards are available at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv).

- c. **HRSA/HAB or Health Resources and Services Administration HIV/AIDS Bureau:** The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White Program. Information about HRSA is available at [www.hab.hrsa.gov](http://www.hab.hrsa.gov)
  - d. **XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program):** Public Law 111-87, enacted in 1990 and reauthorized in 1996, 2000, 2006 and extended in 2009, which is the federal legislation enacted to address the health care and support service needs of individuals living with the HIV disease and their families in the United States and its territories.
  - e. **Program, Part B HIV Care and Treatment Program:** The State program, funded predominately under Program, Part B of the Ryan White Program, for improving the quality, availability, and organization of health care and support services to individuals with HIV and their families, with the goal of improved health outcomes for individuals with HIV.
  - f. **Oregon HIV Case Management and Support Services Policies, Services Definitions & Guidance:** The “Policy Guidance”, incorporated herein by this reference, that defines the range of support services that may be purchased with funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services, and includes the service and eligibility definitions, and guidance for the delivery of support services. The Policy Guidance is available at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv).
3. **Procedural and Operational Requirements.** All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Eligibility.** HIV verification, identity, residency, health insurance status and income must be documented within 30 working days from the date of Intake. Thereafter, income, health insurance status and residency must be verified every 6 months. Ryan White Program, Part B HIV/AIDS Services may only be delivered to HIV-infected individuals in LPHA’s service area who are active participants in Case Management Services that comply with the requirements of the Oregon Program, Part B Standards, and to their affected families of origin or choice. Verification of HIV status may be undertaken only after LPHA obtains the required consent of that individual to the release of HIV-specific information. This documentation may not be released to a third party without further consent of that individual.
  - b. **Certain Limitations on Use of Financial Assistance.**
    - i. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs. The financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be used as dollars of last resort. LPHA must document in the records of the individual receiving the Ryan White Program, Part B HIV/AIDS services that the funds are being used in a manner that complies with this paragraph.

- ii. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for support services that directly benefits the health of, or is related to the HIV positive status of an individual.
  - iii. Only clients at or below 250% of federal poverty level are eligible for financial assistance.
  - iv. No charges to clients shall be imposed for services rendered under this PE.
  - v. Under no circumstances may the financial assistance be used to provide direct cash payments to an individual receiving Ryan White Program, Part B HIV/AIDS Services.
  - vi. Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used in accordance with the Program Policies, Services Definitions and Guidance for the Ryan White Program, Part B, HIV Care and Treatment Program, as submitted with the Oregon application for Ryan White Program, Part B funding, which document is incorporated by this reference and is available for review at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv).
- c. LPHA, as the first-tier contractor, may use up to 10% of the aggregate financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services to cover LPHA's costs of administering its Ryan White Program, Part B HIV/AIDS Services. LPHA may permit any of its Providers of Ryan White Program, Part B HIV/AIDS Services, as second-tier contractor, to use up to 10% of the funds paid to that Provider by LPHA for Ryan White Program, Part B HIV/AIDS Services for Provider administrative costs. The aggregate of funds provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services that are used to cover administrative costs beyond the first line entity may not exceed 10% of the total Ryan White Program, Part B HIV/AIDS Services funds expended by LPHA under this Agreement. For purposes of this limitation, the costs of administration include usual and recognized overhead activities, including rent, utilities and facility costs; costs of management oversight of specific programs funded under this Part, including program coordination, clerical, financial and management staff not directly related to client services; program evaluation; liability insurance; audits; computer hardware/software not directly related to client services; and completion of Ryan White Program data reports and other required reports, to the extent such costs are allowable under applicable OMB cost principles.
- d. **General Requirements Applicable to all Ryan White Program, Part B HIV/AIDS Services.**
- i. Financial assistance provided under the Agreement for Ryan White Program, Part B HIV/AIDS Services must be budgeted by LPHA in a manner that would reasonably be expected to assure funding availability throughout the contract period; and with a

priority to "Core" services as defined within the program guidance. Financial assistance to specific clients must be prioritized based on a client's level of need and in accordance with the Policy Guidance and Standards.

- ii. All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered consistent with the service priorities set forth in the Policy Guidance, LPHA must use the funds awarded to LPHA under this Agreement for Ryan White Program, Part B HIV/AIDS Services in accordance with the care services budget which is attached to this Program Element Description as Attachment 1 and incorporated herein by this reference (the "Care Services Budget"). Modifications of this budget may only be made with OHA approval, as reflected in an amendment to this Agreement, duly executed by all parties.
- iii. In the event of any conflict or inconsistency between LPHA's Care Services Budget and the provisions of this Program Element Description (excluding any attachments), the provisions of this Program Element Description (excluding any attachments) shall control.
- iv. All Ryan White Program, Part B HIV/AIDS Services must be available and delivered in a culturally and linguistically appropriate manner and must meet the National Standards on Culturally and Linguistically Appropriate Services (CLAS); specifically the mandates which are the current Federal requirements for all recipients of Federal funds (Standards 4, 5, 6, and 7 at <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>).
- v. LPHA will comply with the Americans with Disabilities Act (ADA) requirements and ensure that the facility is accessible by public transportation or provide for transportation assistance to the facility when needed, which may be paid utilizing funds under this Agreement per guidance in Section 3.c.i. of this Program Element.
- vi. LPHA providing Ryan White Program, Part B HIV/AIDS Services may not solicit or receive payments in kind or cash for purchasing, leasing, ordering, or recommending the purchase, lease or ordering of any goods, facility services or items. Applicable policies must be available upon request.
- vii. LPHA must comply with statute (41 USC 4712), which states that an employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by policy, form, or condition of employment. Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority related to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant.

**e. Case Management.**

- i.** Case Management services must be provided to all eligible individuals within LPHA's service area who seek such services and must be delivered consistently throughout the period for which financial assistance is awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services.
- ii.** All Case Management services must be delivered in accordance with the Oregon Program, Part B HIV Medical Case Management Standards of Service.
- iii.** LPHA shall establish a grievance policy, which includes the client's right for a hearing in accordance with OAR 333-022-2000, for recipients of Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement and shall make this policy known to and available to individuals receiving the services.
- iv.** All Providers of Ryan White Program, Part B HIV/AIDS Services must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.

**f. Confidentiality.** In addition to the requirements set forth in section 6 of Exhibit E of this Agreement, all Providers of Ryan White Program, Part B HIV/AIDS Services must comply with the following confidentiality requirements:

- i.** No information regarding an individual's HIV-positive status may be kept or retained on file by a Provider of Ryan White Program, Part B HIV/AIDS Services without documentation of an established "client with service provider" relationship between the Provider and the individual. This relationship is established when a Provider of Ryan White Program, Part B HIV/AIDS Services, at a minimum, engages in an interview or dialog with the individual that results in a specific record being developed relative to prospective services available to that individual.
- ii.** All materials related to the delivery of Ryan White Program, Part B HIV/AIDS Services that contain names or other identifying information of individuals receiving services must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel, and all computers and data programs that contain such information must have restricted access. Staff computers must be in a secure area not accessible by the public, and computer systems must be password protected. Providers of Ryan White Program, Part B HIV/AIDS Services must comply with all county, state and federal confidentiality requirements applicable to the delivery of Ryan White Program, Part B HIV/AIDS Services.
- iii.** Breaches of confidentiality are serious and require immediate action. Therefore, the supervisory or administrative staff of a Ryan White Program, Part B HIV/AIDS Services funded Provider must immediately investigate, evaluate and, if necessary, correct any alleged breaches by its staff of the confidentiality requirements of this Program Element; further, Provider must document the steps it takes to resolve any breaches of confidentiality. All confirmed breaches of the confidentiality

requirements of this Program Element must result in appropriate sanctions in accordance with Provider policy and procedure and applicable law. Each Provider of Ryan White Program, Part B HIV/AIDS Services must report to OHA in sufficient detail any confirmed breaches by its staff of the confidentiality requirements of this Program Element within 14 days of Provider's evaluation of such breaches as described above.

- iv. Providers of Ryan White Program, Part B HIV/AIDS Services must establish and comply with a written policy and procedure regarding breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee or volunteer for a verified breach of the confidentiality requirements of this Program Element.
- v. Providers of Ryan White Program, Part B HIV/AIDS Services must conduct an annual review, and maintain documentation of that annual review, of county, state, and federal requirements regarding the confidentiality of information related to individuals receiving Ryan White Program, Part B HIV/AIDS Services. Providers of Ryan White Program, Part B HIV/AIDS Services must require employees and any non-paid staff (i.e. volunteers) who, in the course of performing their job, have access to such information to have an annual review of the confidentiality requirements and to acknowledge in writing his/her understanding of such requirements governing this information.
- vi. Providers of Ryan White Program, Part B HIV/AIDS Services must provide an on-site private room for individuals providing Case Management services to counsel or interview individuals receiving Ryan White Program, Part B HIV/AIDS Services.

**g. LPHA Staffing Requirements and Staff Qualifications.**

- i. LPHA must employ a Registered Nurse trained in the use of the Oregon Program, Part B HIV Medical Case Management Standards of Service for the delivery of Ryan White Program, Part B HIV/AIDS Services. Any additional staff must also be trained in the use of the Oregon Program, Part B HIV Medical Case Management Standards of Service.
- ii. LPHA shall provide staffing for Case Management services as identified in the Care Services Budget and in accordance with the Oregon Program, Part B HIV Medical Case Management Standards of Service.
- iii. All LPHA and Provider staff who provide Ryan White Program, Part B HIV/AIDS Services must attend training sessions and be appropriately trained on the delivery of such services, as reasonably designated by OHA. OHA will inform LPHA of the schedule and locations for the training sessions.
- iv. LPHA shall provide an Information Technology (IT) contact to execute and ensure compliance with the RW CAREWare Client Tier Installation Instructions, which are available from OHA upon request.

**h. LPHA Fiscal Controls and General Administration.**

- i.** LPHA must have appropriate fiscal controls in place for the use and disbursement of financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services. LPHA must document in its files the types of agreement monitoring activities that LPHA will perform with respect to Provider Agreements for the delivery of Ryan White Program, Part B HIV/AIDS Services and the projected schedule of such monitoring activities during the term of this Agreement. Required monitoring activities include but are not limited to determining whether the basic elements of the Program, the standards are being met and taking appropriate action if they are not. LPHA must submit to OHA copies of all Provider Agreements (i.e. LPHA Financial Assistance Grant Agreements) for the delivery of Ryan White Program, Part B HIV/AIDS Services during the term of this Agreement. LPHA may not pay the Provider with funds received under this Agreement for this Program Element until OHA has received a copy of the Provider Agreement. OHA's obligation to disburse financial assistance provided under this Agreement for this Program Element to cover payments on a Provider Agreement is conditioned on OHA's receipt of a copy of that Provider Agreement. LPHA must notify OHA in writing of LPHA's process for selecting Providers to provide Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with the financial assistance provided under this Agreement for this Program Element (e.g., competitive request for proposals or sole source award) prior to commencing the selection process.
- ii.** LPHA must notify OHA within 10 business days and in writing, of proposed changes, during the term of this Agreement, in the budget or in the availability of Ryan White Program, Part B HIV/AIDS Services funded through this Agreement, to include service hours, staffing, professional qualifications of staff, and fiscal management. A revised budget must be re-submitted to OHA for approval of changes when applicable.

**4. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of the Agreement, LPHA and any sub-contractors shall submit the following reports and information to OHA:

- a.** Quarterly Progress Reports must be submitted no later than October 31, January 31, April 30 and July 31 for the quarters ending September 30, December 31, March 31 and June 30 in each fiscal year. Quarterly Progress Reports include a narrative report and Administrative Fiscal Form. Reporting forms are found at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv).
- b.** LPHA must conduct a local chart review utilizing the approved program review tool found at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv). The results of this review will be compiled into the Client Chart Review Summary report and submitted to the Program not later than October 31<sup>st</sup> of each fiscal year.
- c.** LPHA shall conduct an annual audit. LPHA's receiving federal funds exceeding \$500,000 must comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of



States, Local Governments and Non-Profit Organizations.” Verification of the completed audit will be obtained through the Secretary of State Audit Division.

- d. With respect to each individual receiving Ryan White Program, Part B HIV/AIDS Services with funds provided under this Agreement, demographic, service and clinical data must be collected and reported to the OHA by utilizing the HRSA developed software package, RW CAREWare, to enter the data obtained by LPHA and as described in the Oregon RW CAREWare User Guide found at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv) . Users are required to enter all demographic, service and clinical data fields within 30 days of the date of service. Use of RW CAREWare software and reporting system requires high-speed internet connectivity, and must be compliant with the minimum requirements outlined in the “Oregon RW CAREWare Client Tier Installation Instructions” available upon request. The software configuration that will be used includes a client tier at the local level that connects to a business and data tier managed by the Oregon Health Authority, requiring LPHA to connect to the centralized database for data entry purposes.

5. **Performance Goals.** OHA will conduct a comprehensive review of LPHA’s performance every three years as a part of the state triennial review process. The results of the review, including commendations, compliance findings, and recommendations are communicated to the Local Public Health Authority and the County Health Administrator. The review tool and review schedule can be found at the following link:

<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>.

**Attachment 1**  
**Oregon Ryan White Program, Part B**  
**HIV Case Management Quality Improvement Program**  
**Care Services Budget**  
*[Reserved]*

### **Program Element #13: Tobacco Prevention and Education Program (TPEP)**

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
  - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
  - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
  - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
  - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
  - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
  - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
  - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30<sup>th</sup> of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
  - b. LPHA must assure that its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.

- c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
  - d. LPHA must attend all TPEP meetings reasonably required by OHA.
  - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.
  - f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
  - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of the Agreement and this Program Element shall control.
3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
4. **Performance Measures.** LPHAs that complete fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year shall not be eligible to receive funding under this Program Element during the next state fiscal year.

**Attachment 1 to Program Element 13 (TPEP)**  
**Budget**  
*[Reserved]*

**Program Element #15: Healthy Communities (HC) Phase II – Implementation**

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Healthy Communities (HC) activities in the following areas:
  - a. **Application of HC Assessment and Capacity-Building Efforts:** In coordination with the Tobacco Prevention and Education Program (TPEP), implement prioritized objectives based on the local plan developed through the HC Training Institutes. Implementation of prioritized objectives should incorporate prevention, risk reduction and management activities related to arthritis, asthma, cancers, diabetes, heart disease and stroke.
  - b. **Facilitation of Community Partnerships:** Accomplish movement toward establishment of policies, environments and systems that support healthy communities through a coalition or other group dedicated to the pursuit of agreed upon best and promising practice objectives based on HC community assessments. Community partners should include non-governmental entities as well as community leaders.
  - c. **Development of Local Champions:** Foster ongoing communication and education with community leaders, including elected leaders, on effective, comprehensive strategies for reducing the burden of tobacco-related and other chronic diseases in communities, schools, worksites, and health systems through establishment of policies and sustainable system change. Coordinate with statewide partners for strategic planning for the purpose of developing and sustaining a county and statewide infrastructure for tobacco-related and other chronic disease prevention and health promotion.
  - d. **Promotion of Healthy Food and Physical Activity:** Promote healthy food choices and physical activity opportunities for chronic disease prevention and risk reduction through the establishment of policies and sustainable systems change that supports healthy communities, schools, worksites, and health systems.
  - e. **Countering Unhealthy Food and Tobacco Influences:** Promote protection from exposure or access to secondhand smoke, tobacco products, unhealthy foods, and the advertising and promotions of tobacco and unhealthy food through establishment of policies and sustainable systems change that supports healthy communities, schools, worksites, and health systems. Promote and connect to arthritis, asthma, cancer, diabetes, heart disease, and stroke chronic disease self-management and the Quit Line in all activities.
  - f. **Facilitate Development of Chronic Disease Self-Management Networks and Systems:** Promote optimal availability of and access to chronic disease self-management programs in communities, schools, worksites, and health systems through the establishment of policies, environments and local delivery systems for chronic disease self-management. Promote the Quit Line in all activities. Establish sustainable evidence-based self-management programs, including comprehensive, chronic disease management programs tailored to specific chronic conditions including arthritis,

asthma, cancer, diabetes, heart disease, and stroke. Incorporate the promotion of tobacco cessation, healthy eating and physical activity into chronic disease management systems.

- g. Integrate tobacco use reduction in all Healthy Communities interventions:** Conduct tobacco use reduction strategies in all HC Program activities in partnership with Tobacco Prevention & Education Programs. Utilize the experience and accomplishments gained from TPEP to build HC policy and systems change in the broader contexts of other risk factors and chronic conditions including arthritis, asthma, cancer, diabetes, heart disease, and stroke.
- h. Enforcement:** Assist, through formal agreements with OPHD, with the enforcement of statewide chronic disease prevention and control laws.

**2. Procedural and Operational Requirements.** By accepting and using the financial assistance funding provided by OHA under the Financial Assistance Agreement and this Program Element, LPHA agrees to conduct HC Program activities in accordance with the following requirements:

- a.** LPHA must have on file with OHA, an approved Local Program Plan developed in response to a Request for Applications or Proposals that specifies minimum requirements for which funding is available no later than July 30 in year one and by July 30 in year 2 and thereafter. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its HC activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
- b.** LPHA must assure that its HC program is staffed at an appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element as indicated in the Request for Applications or Proposals.
- c.** LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and as set forth in Attachment 1 to this Program Element Description. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for medical treatment, delivery of cessation services, or other health-related efforts not devoted to HC as determined by OHA.
- d.** LPHA must attend all HC Program meetings, as reasonably required by OHA. LPHA must participate in HC Program evaluation activities, as reasonably required by OHA.
- e.** LPHA must comply with OHA's HC Program Guidelines and Policies, including as amended from time to time.
- f.** LPHA must coordinate its HC Program activities and collaborate with other entities receiving HC Program funds or providing HC services.

- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan and OHA-approved Budget, the provisions of the Agreement and this Program Element, the provisions of the Agreement and this Program Element shall control.
  
- 3. **Reporting Requirements.** LPHA must submit quarterly Local Program Plan reports on a schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period in completing activities described in its Local Program Plan. LPHA must submit the following upon request by OHA: outcomes reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments included in the Local Program Plan. LPHA must participate in coordinated HC Program evaluation activities, as reasonably required by OHA.
  
- 4. **Performance Measures.** If LPHA completes fewer than 75% of the planned activities in its Local Program Plan for two consecutive reporting periods in one state fiscal year, it will not be eligible to receive funding under this Program Element in the next state fiscal year.



**Attachment 1 to Program Element 15 (HC Phase II)**  
**Budget**  
*[Reserved]*

**Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services**

The funds provided under this Agreement for Program Element #40 must only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

- Special Supplemental Nutrition Program for Women, Infants and Children services (“**WIC Services**”),
- Farm Direct Nutrition Program services (“**FDNP Services**”), and
- Breastfeeding Peer Counseling Program services (“**BFPC Services**”).

The services described in Sections 2, 3, and 4 below, are ancillary to basic WIC Services described in Section 1. In order to participate in the services described in Sections 2, 3, or 4, LPHA must be delivering basic WIC Services as described in Section 1. The requirements for WIC Services also apply to services described in Sections 2, 3, and 4.

**1. WIC Services.**

- a. **Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of Food Instruments for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- b. **Definitions Specific to WIC Services.**
  - i. **Applicants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of applicant Breastfeeding women. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
  - ii. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the OHA, Public Health Division, financial assistance award document, is determined by OHA using the WIC funding formula approved by CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s caseload management performance and is used in determining NSA funding for LPHA.
  - iii. **Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.

- iv. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
- v. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women, infants and children who have received Supplemental Foods or Food Instruments during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
- vi. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- vii. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- viii. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- ix. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon the WIC EBT system is known as "eWIC".
- x. **Food Instrument:** A voucher, check, Electronic Benefits Transfer (EBT) card, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- xi. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- xii. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- xiii. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- xiv. **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.

- xv. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- xvi. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- xvii. **Participants or WIC Participants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
- xviii. **Postpartum Women:** Women up to six months after termination of a pregnancy.
- xix. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- xx. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
  - (A.) provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
  - (B.) redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
  - (C.) compilation and analysis of WIC Services data including Participant and vendor information; and
  - (D.) oversight and assurance of WIC Services integrity.
- xxi. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.
- xxii. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.

- xxiii. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA.
- c. **Procedural and Operational Requirements of WIC Services.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual:
  - i. **Staffing Requirements and Staff Qualifications.**
    - (A.) LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006. A competent professional authority is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy #660 in the WIC Manual (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.
    - (B.) LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the agreement approved by the CLHO MCH Committee on January 2001 and March, 2006 and the CLHO Executive Committee on February 2001 and April 2006. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent; is a Registered Dietitian (RD) registered with the American Dietetic Association (ADA) or an individual eligible for registration with the ADA; or is an Oregon Licensed Dietitian (LD).
  - ii. **General WIC Services Requirements.** By utilizing OHA financial assistance to deliver WIC Program services, LPHA agrees to deliver these WIC services in accordance with the requirements set forth as follows:
    - (A.) LPHA shall provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR, Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0090, such U.S. Department of Agriculture directives as may be issued from time to time

during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (B.) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA shall have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when health services are provided through referral, in accordance with 7 CFR 246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (C.) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education Contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's 6-month Certification Period, or quarterly for participants certified for greater than 6 months, in accordance with 7 CFR 246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (D.) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR 246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.
- (E.) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR 246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the annual Nutrition Education Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (F.) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified

below, in accordance with 7 CFR 246.6 (b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (G.) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment.. Each Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Plan prior to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to this Agreement, in accordance with 7 CFR 246.11 (d)(2); and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (H.) LPHA shall utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR 246.14(c)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (I.) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7CFR 246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

- d. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit the following written reports to OHA:
  - i. Quarterly reports on (1) the percentage of its NSA Funds used for Nutrition Education activities and (2) the percentage used for Breastfeeding education and support.
  - ii. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
  - iii. Annual WIC budget projection for the following state fiscal year, due with the annual Nutrition Education Plan

e. **Performance Measures.**

- i. LPHA shall serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
- ii. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

2. **Special Supplemental Nutrition Program for Women, Infants and Children - Farm Direct Nutrition Program (FDNP) Services.**

a. **General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to women, infants, and children who are nutritionally at risk and who are WIC Participants. FDNP Services are also intended to expand the awareness, use of and sales at local farmers' markets and farm stands. FDNP Participants receive checks that can be redeemed at local farmers' markets and farm stands for Eligible Foods.

b. **Definitions Specific to FDNP Services.** In addition to the definitions in Section 1.b. above, the following terms used in this Section 2 shall have the meanings assigned below, unless the context requires otherwise:

- i. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
- ii. **Farmers' Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
- iii. **Farmers' Market Season or Season:** June 1 – October 31.
- iv. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a farm stand. This is in contrast to a group or association of farmers selling their produce at a farmers' market.
- v. **FDNP:** The WIC Farm Direct Nutrition Program authorized by section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers' Market Nutrition Act of 1992, Pub. L. 102-214, enacted on July 2, 1992.
- vi. **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
- vii. **Recipients:** WIC Participants who (1) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant women, Breastfeeding women, non-Breastfeeding Postpartum Women, infants 4 months of age or older and children



through the end of the month they turn five years of age, and (2) have been chosen by the LPHA to receive FDNP Services.

- c. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- i. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
  - ii. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
    - (A.) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each season begins.
    - (B.) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Farmers' Market Client Education Requirements Policy in the WIC Manual.
    - (C.) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
    - (D.) **Check Issuance and LPHA Responsibilities:** LPHA must document the required certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP services requirements.
    - (E.) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the State FDNP coordinator if necessary. LPHAs must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the State FDNP Coordinator.

(F.) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

iii. **Reporting Obligations and Periodic Reporting Requirements.** The reporting obligations of LPHA are set forth in the Section 8 of Exhibit E of this Agreement.

### 3. **Breastfeeding Peer Counseling (BFPC) Services**

a. **General Description of BFPC Services.** The purpose of BFPC Services is to increase breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding women who are Participants through a Peer Counselor from the local community.

b. **Definitions Specific to BFPC Services.**

i. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants.

ii. **LPHA Breastfeeding Peer Counselor Coordinator or BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.

iii. **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

iv. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, is determined by OHA using the WIC Peer Counseling funding formula. (approved by CHLO MCH and CHLO Executive Committee December 2004, and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling caseload management performance and is used in determining peer counseling funding for LPHA.

v. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA peer counselor.

c. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

i. **Staffing Requirements and Staff Qualifications.**

(A.) LPHA shall provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain caseload requirements specified in the WIC Manual.

(B.) LPHA shall recruit and select women from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

ii. **General Requirements for the BFPC Services.**

(A.) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.

(B.) **Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of Participant information.

(C.) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.

(D.) **Required Documentation:** LPHA shall document Participant assignment to a peer counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with Participants according to the WIC Manual.

(E.) **Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.

(F.) **LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual

(G.) **Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.

(H.) **Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number

and the timing of Participant notifications, and the number and type of interventions included in a Peer Counselor's assigned caseload.

- (I.) **Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
  - (J.) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services shall not be included in the regular WIC quarterly time studies described in Section 1(e)(ii) above.
  - (K.) **Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
  - (L.) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA will cooperate with such OHA monitoring.
  - (M.) **Performance Measures:**
    - (i.) LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
    - (ii.) OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of the Agreement, LPHA shall submit the following reports:
- (A.) A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
  - (B.) A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual
- iv. **Terms Specific to BFPC Services.** OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.

## **Program Element #41: Reproductive Health Program**

1. **General Description.** Reproductive health services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health (RH) Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
  
2. **Definitions Specific to the Reproductive Health Program.**
  - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
  - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
  - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
  - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide reproductive health services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
  - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
  - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects (formerly the *Title X Program Guidelines for Project Grants for Family Planning Services*) revised in 2014 and published by the Office of Population Affairs, Office of Family Planning.
  
3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this Agreement must be delivered to the satisfaction of OHA and in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Program Requirements for Title X Funded Family Planning Projects, OPA Program Policy Notices (PPN), and the OHA Reproductive Health Program Manual.
  - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Program Requirements for Title X Family Planning Projects, and any subsequent PPNs issued by the OPA, including the following:

- i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide reproductive health services to the public.  
**Citation 42 CFR 59.5 (b)(3)**
  - ii. Provide a broad range of contraceptive methods as required in the Federal Title X Requirements and as defined in the OHA Reproductive Health Program Manual (Section A6).  
**Citation 42 CFR 59.5 (a)(1)**
  - iii. Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.  
**Citation 42 CFR 59.5 (b)(3)**
  - iv. Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.
- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X requirements and MMWR Providing Quality Family Planning Services (QFP).
  - c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.  
**Citation OAR 855-043-0300 and OAR 855-043-0110 to 0120**
  - d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.  
**Citation 42 CFR 59.5 (b) (8)**
  - e. Each sub-recipient must appoint a Reproductive Health (RH) Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator must attend trainings and meetings provided by the RH Program and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites.  
**Citation Reproductive Health Program Manual (Section A1).**
  - f. **Data Collection.**
    - i. LPHA must collect and submit client data to OHA through Ahlers and Associates using the clinic visit record (CVR) for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
    - ii. LPHA must collect and submit to OPA, the DHHS Title X Outreach and Enrollment Data Report detailing Affordable Care Act outreach and enrollment activities.

4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this Agreement, LPHA shall submit to OHA the following written reports:
  - a. **Annual Plan for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
  - b. **Projected Budget for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.  
**Citation 45 CFR 92.20**
  - c. **Reproductive Health Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 8 of this Agreement.
5. **Program Income.**
  - a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of reproductive health services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.  
**Citation 42 CFR 59.5 (a) (7) and (a) (8)**
  - b. **Fees.** Any fees collected for reproductive health services shall be used only to support the LPHA's Reproductive Health Program.  
**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**
  - c. **Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing reproductive health services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.  
**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**
6. **Subcontracting.** If LPHA chooses to subcontract all components of reproductive health services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
  - a. LPHA may sub-contract with another Title X grantee or sub-recipient within the same service area for the provision of Title X Family Planning services. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.

- b.** LPHA may sub-contract with a non-Title X sub-recipient of OHA within the same service area but must provide all necessary training to ensure that said sub-contractor is fully knowledgeable of Title X program requirements. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.
- c.** LPHA may not retain more than 10% of the funds awarded for reproductive health services for indirect costs, incurred for the purposes of training and monitoring sub-contractor as specified above.
- d.** LPHA must assure that all requirements of this Program Element are met by the subcontracting agency.



## **Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services**

1. **Purpose of MCAH Services.** Funding provided under the current Public Health Financial Assistance Agreement (the “Agreement”) for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

- Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or “MCAH Service(s)”);
- Oregon Mothers Care (OMC) Services;
- Maternity Case Management (MCM) Services; and
- Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

If funds awarded to LPHA for MCAH Services, in the Financial Assistance Award located at Exhibit B to the Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

2. **General Requirements.**

- a. **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- b. **Administration.** LPHA shall not use more than 10% of the Federal Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
- c. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].
- d. **Fees.** Use of any fees collected for these services shall be dedicated to such services.

- e. Medicaid Application. Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)] .
- f. MCAH Funds. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:
- i. **Federal Title V Funds.** Federal Title V Funds shall not be used as match for any federal funding source. Federal Title V Funds must be used for services that support Federal or state-identified Title V MCH priorities.
    - (a) MCAH/Title V Child and Adolescent Health Funds: A minimum of thirty percent (30%) of the total LPHA Federal Title V Funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
    - (b) MCAH/Title V Flexible Funds: The remainder of the total LPHA Federal Title V Funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
    - (c) School-Based Health Centers. MCAH/Title V Funds may also be used for School-Based Health Centers within limitations of subsection 2.f.i.(a) and (b) above.
    - (d) Babies First! and NFP. MCAH/Title V Funds (2.f.i.(a) and (b)) may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in subsection 2.f.i.(a) and (b) above.
  - ii. **MCAH/Perinatal Health State General Funds.** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
  - iii. **MCAH/Child and Adolescent Health State General Funds.** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
  - iv. **Babies First! and NFP State General Funds.** State General Funds for B1st! and NFP shall be limited to expenditures for those services. NFP services shall meet program fidelity.

3. **Services Supported by MCAH Funds** (required if Federal Title V Funds are accepted by the LPHA).

a. Definitions Specific to this Section.

- i. **MCAH Services.** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- ii. **MCAH Flexible Funds.** Federal Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in section 2.f.i. of this Program Element 42.

b. Procedural and Operational Requirements. All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- i. LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. Comprehensive Plan shall include a workplan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V priorities and action plan. A Comprehensive MCAH Plan shall include:
  - (a) Assessment of the health needs of the MCAH population
  - (b) Work plan including Objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V State Action Plan
  - (c) Evaluation plan to measure progress and outcomes of the Plan.
  - (d) Prior year use of Title V Block Grant funds
  - (e) Projected use of Title V Block Grant funds and other funds supporting Plan activities and goals
- ii. LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents. Services administered by OHA include, but may not be limited to the following:
  - (a) Oregon's Title V priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local Public Health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and National Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V Services administered by OHA must be aligned with the following:

- (i.) Oregon's Title V State Priorities
  - (ii.) National Title V Priorities as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Life Course.
  - (iii.) Oregon's State Title V Measures
  - (iv.) Oregon's evidence-based/informed strategic measures
- (b) Title V-funded work in the following areas must related to state-identified Title V priorities:
- (i.) Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
  - (ii.) Perinatal health services such as OMC Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.
  - (iii.) Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
  - (iv.) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- (c) LPHA may provide other MCAH services identified through the LPHA Comprehensive MCAH Plan and local public health assessment, and approved by OHA with non-Title V funds.
- (d) Subject to OHA approval and notwithstanding the provisions of sections 1, and 2.f. of this Program Element 42, LPHA may provide clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

4. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of the Master Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.

A progress report on the goals, activities and expenditures of the Comprehensive MCAH Plan must be submitted in conjunction with the Local Public Health Authority Annual Progress Report, due each year by March 1.

- a. By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
- b. LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- c. If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
- d. At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

**5. Oregon MothersCare (“OMC”) Services (not a required service).**

- a. General Description. OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.
- b. Procedural and Operational Requirements for OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
  - i. LPHA must designate a staff member as its Oregon MothersCare Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA’s Oregon MothersCare Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
  - ii. LPHA must follow the Oregon MothersCare Protocols, as described in OHA’s Oregon MothersCare Manual April, 2015, provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, maternity case management, prenatal care, including dental care, and other services as needed by pregnant women.
  - iii. As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.

- iv. LPHA or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
  - (a) LPHA must provide follow up services to clients and women referred to LPHA by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
  - (b) LPHA must provide facilitated and coordinated intake services and referral to the following services: CPC Services (such as pregnancy testing, counseling, Oregon Health Plan (“OHP”) application assistance, first prenatal care appointment); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
- v. LPHA shall make available OMC Services to all pregnant women within the county. Special outreach shall be directed to Low-Income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. “Low-Income” means having an annual household income which is 185% or less of the federal poverty level (“FPL”) for an individual or family.
- vi. LPHA shall make available to all Low-Income pregnant women within the county assistance in applying for OHP coverage.
- vii. LPHA shall make available to all Low-Income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
- viii. LPHA shall designate a representative who shall attend OMC site meetings conducted by OHA.
- ix. Except as specified below, LPHA shall deliver directly all OMC Services supported in whole or in part with financial assistance provided to LPHA under this Agreement. With the prior written approval of OHA, LPHA may contract with one or more Providers for the delivery of OMC Services.
- c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in section 8 of Exhibit E of this Master Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA shall submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose

**6. Maternity Case Management (“MCM”) Services (not a required service)**

- a. General Description.** Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- b. Definitions Specific to MCM Services.** Case Management, Case Management Visit, Client Service Plan, High Risk Case Management, High Risk Client, Home/Environmental Assessment, Initial Assessment, Nutritional Counseling, Prenatal/Perinatal Care Provider, and Telephone Case Management Visit have the meanings set forth in OAR 410-130-0595. Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.
- c. Procedural and Operational Requirements for MCM Services.** For those clients not enrolled in a CCO, all MCM Services provided with funds under this Program Element as well as those provided through the Oregon Health Plan must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through contract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in subsection 2.f.i. of this Program Element 42.
- d. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E, of this Master Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby

  - i.** By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.

    - (a)** The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
    - (b)** If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
  - ii.** Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
  - iii.** All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

7. **Babies First! and Nurse Family Partnership (B1st!/NFP) Services** (required service if Babies First! State General Fund is accepted by the LPHA).

a. General Description. The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. The definition of “Public Health Nurses” and client eligibility criteria are provided in OAR 410-138-000.

b. Procedural and Operational Requirements. All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements.

i. **Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator

ii. **Home Visits.**

(a) B1st!/NFP Services must be delivered by or under the direction of a PHN. Using Nursing Process, a PHN will establish and support a Care Plan and must, at a minimum, complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:

- (i.) An assessment of the child’s growth.
- (ii.) A developmental screening.
- (iii.) A hearing, vision and dental screening.
- (iv.) An assessment of perinatal depression and anxiety.
- (v.) An assessment of parent/child interactions.
- (vi.) An assessment of environmental learning opportunities and safety.
- (vii.) An assessment of the child’s immunization status.
- (viii.) Referral for medical and other care when assessments indicate that care is needed.

(b) Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership National Service Office.

[http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP\\_Implement\\_Agreement](http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement).



(c) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.

**iii. Targeted Case Management.** If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Targeted Case Management-eligible services are for fee-for-service eligible clients only. Services arranged through contract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.

**c. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Master Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of High Risk Infant Services:

**i.** By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.

(a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.

(b) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.

**ii.** Client data reports shall include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.

**iii.** All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

**Program Element #43: Public Health Practice (“PHP”) – Immunization Services**

1. **Purpose and General Description.** Immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Services include public education, enforcement of school immunization requirements, technical assistance for healthcare providers, and vaccine administration to vulnerable populations.
2. **General Procedural and Operational Requirements.**
  - a. The funds awarded under this Agreement for Public Health Practice Services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services as described below. All changes to Program Element 43 are effective upon receipt of grant award.
  - b. Use of any fees collected for purpose of immunization services shall be dedicated to and only used for payment of such services.
3. **Definitions Specific to Immunization Services.**
  - a. **ALERT IIS:** Oregon Health Authority (OHA)’s statewide immunization information system.
  - b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
  - c. **Billable doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
  - d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
  - e. **Delegate Addendum:** A document serving as a contract between the LPHA and an outside agency agreeing to provide immunization services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
  - f. **Delegate agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing immunization services to targeted populations.
  - g. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
  - h. **Exclusion orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.

- i. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- j. **HBsAg screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- k. **Monthly Vaccine Report (MVR):** Monthly inventory report submitted to OHA by LPHA, satellite, and delegate clinics.
- l. **Orpheus:** An electronic disease surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- m. **Public provider agreement and Profile:** A signed agreement between OHA and any LPHA that receives state-supplied vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- n. **Section 317:** Funding that provides no-cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- o. **Service areas:** Geographic areas in Oregon served by immunization providers.
- p. **State-supplied vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. **Surveillance:** The investigation, confirmation, tracking and reporting of communicable diseases and conditions.
- r. **Triennial Review:** An on-site visit conducted at least every three years to ensure compliance with state contractual requirements.
- s. **Vaccine Administration Record or VAR:** OHA-approved documentation of vaccines administered, federally-required charting elements and patient screening.
- t. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- u. **Vaccine eligibility:** The decision whether an individual can receive state-supplied vaccine based on insurance coverage.
- v. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
  - i. American Indian/Alaskan Native; or,
  - ii. Uninsured (without any insurance); or,
  - iii. Medicaid-enrolled; or,

- iv. Underinsured (has insurance that does not cover some or all vaccines) and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
  - v. underinsured and served by LPHAs that have deputization agreements with FQHCs/RHCs.
  - w. **Vaccines for Children site visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
  - x. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
  - y. **Vaccine Stewardship:** State law requiring all VFC-enrolled providers to:
    - i. submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
    - ii. use ALERT IIS ordering and inventory modules ; and
    - iii. verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
4. **Procedural and Operational Requirements.** All immunization services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Vaccines for Children Program enrollment.** LPHA shall maintain enrollment as an active VFC Provider. All vaccine administration must be provided under the terms and conditions laid out in the VFC Public Provider Agreement and Profile.
  - b. **State-Supplied Vaccine/IG.**
    - i. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
    - ii. LPHA shall appropriately document vaccine administration on an OHA developed or approved VAR, or an approved electronic health record.
    - iii. LPHA will be billed quarterly by the OHA for billable doses of vaccine.
    - iv. LPHA shall track, store and manage the supply and distribution of vaccine according to OHA and CDC guidelines as documented in the current edition of OHA's Vaccine Management Guide.
  - c. **Delegate Agencies.**
    - i. LPHA's contracting with other agencies for immunization services shall complete a Delegate Addendum biennially for each.

- ii. LPHA shall participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer, as instructed by OHA.

**d. Vaccine Administration.**

- i. All state-supplied vaccine/IG shall be administered in accordance with the recommendations of the Advisory Committee on Immunization Practices (ACIP) and the OHA Medical Director for Immunization, summarized in OHA's Model Standing Orders for Vaccines.
- ii. In connection with the administration of a vaccine, LPHA must:
  - (A) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
  - (B) Document administration of the immunization in a permanent file.
  - (C) LPHA shall comply with state and federal statutory and regulatory retention schedules.
  - (D) Vaccine charges for Billable doses must not exceed the OHA published price list.
  - (E) LPHA must comply with Vaccine Billing Standards as set forth in Appendix A to this Program Element #43.
  - (F) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
  - (G) Make the VIS available in another language or format for clients for whom English is not their primary language or who need the VIS in an alternate format.

**e. Tracking and Recall.**

- i. LPHA shall forecast shots due for clients eligible for immunization services using the ALERT IIS electronic forecasting system or an approved forecasting system.
- ii. LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.
- iii. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA shall electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA's jurisdiction

- f. **Adverse Events Following Immunizations.** LPHA must complete and return a VAERS form to OHA if:
- i. An adverse event occurs as listed in "Reportable Events Following Immunization."
  - ii. OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
  - iii. Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital
- g. **Immunization Rates and Assessments.** OHA shall provide annually to LPHA their AFIX rates and their population-based rates for the entire county. LPHA shall participate in annual AFIX quality improvement activities, and use these rate data to direct immunization activities.
- h. **Perinatal Hepatitis B Prevention.**
- i. LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area. Case management shall be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines and shall include, at a minimum:
    - (A) Notification of the appropriate hospital infection control unit of any pending delivery by an HBsAg-positive pregnant woman who has been reported to the LPHA.
    - (B) Enrollment of newborn into case management program and initial education and referral of HBsAg-positive mother and her susceptible household and sexual contacts for follow-up care including offering vaccination to all susceptibles.
    - (C) If LPHA's service area is anywhere in Oregon, the LPHA is responsible for documentation of the infant's completion or status of the 3-dose Hepatitis B vaccine series by 15 months of age and post-serological testing by 18 months of age. LPHA shall submit such documentation, preferably in Orpheus (the communicable disease reporting database) to OHA at the time that each dose is administered to the infant and/or susceptible household or sexual contact and at the time that the testing is conducted.
    - (D) LPHA will provide technical assistance to improve HBsAg screening when rates for hospital(s) in LPHA service area drop below 95% and/or rate of hepatitis B birth dose drops below 80%.
  - ii. LPHA shall work with hospitals to promote the administration of Hepatitis B birth doses to all infants and Hepatitis B immune globulin (HBIG) and hepatitis B vaccines

to infants born to HBsAg-positive women, and women whose HBsAg status is unknown.

**i. Hepatitis B Screening and Documentation**

- i. LPHA shall screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
- ii. LPHA shall work with hospitals within LPHA's Service Area selected by OHA to strengthen hospital-based screening and documentation of every delivering woman's hepatitis B serostatus. The target rate of HBsAg documentation as recorded in the Electronic Birth Registration System is 95%.
- iii. LPHA shall, in accordance with a schedule determined by OHA in consultation with LPHA, develop and implement an action plan to work with hospitals identified by OHA or LPHA to improve HBsAg screening for pregnant women.
- iv. LPHA shall ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.

**j. WIC/Immunization Integration.** LPHA must assist and support the efforts of OHA to provide WIC Services in compliance with the intent of the USDA Policy Memorandum #2001-7: Immunization Screening and Referral in WIC.

**k. Outreach and Education.** LPHA must, during the state fiscal year, design and implement two educational or outreach activities in LPHA's Service Area (either singly or in collaboration with other community and service provider organizations) for parents and/or private vaccine providers designed to raise childhood and/or adult immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, but may not include special immunization clinics that provide vaccine for school children or flu prevention.

**l. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine.

**m. School/Facility Immunization Law**

- i. LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284.
- ii. LPHA shall complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities, preschools, Head Start facilities, and all schools (K and 7th grade) within LPHA's Service Area. LPHA shall submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

- iii. LPHA shall cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets, which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and Oregon Administrative Rules Section 333, Division 50. LPHA may use electronic mail as an alternative or in addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
    - n. **Affordable Care Act Grants/Prevention and Public Health Project Grants**
      - i. If one time only funding becomes available, Oregon LPHAs may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the Oregon Immunization Program.
      - ii. LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.
5. **Performance Measures.** LPHA shall meet the following performance measures:
- a. LPHA shall improve the 4th DTaP immunization coverage rate by one (1) percentage point each year and/or maintain a rate greater than or equal to 90%. [*Compliance suspended for 2015*].
  - b. LPHA shall reduce their Missed Shot rate by one (1) percentage point each year and/or maintain the rate of  $\leq 10\%$ . [*Compliance suspended for 2015*].
  - c. 95% of all state-supplied vaccines shall be coded correctly per age-eligibility guidelines.
  - d. 80% of infants living in LPHA's Service Area exposed to perinatal hepatitis B shall be immunized with the 3-dose hepatitis B series by 15 months of age.
  - e. 95% of all vaccine administration data shall be data entered within 14 days of administration.
6. **State-Sponsored Conferences and Trainings.** LPHA shall participate in State-sponsored immunization conferences and other trainings. LPHA shall receive dedicated funds for one person from LPHA to attend required conferences and trainings. If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State may amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award after all State-required trainings are attended to go to immunization-related conferences and trainings of their choice, or further support activities included in this Program Element.
7. **Triennial Reviews.** LPHA shall submit a written corrective action plan for any unmet compliance findings from biennial VFC site visits and triennial review site visits.



**Appendix A  
to Program Element #43**

**Billing Health Plans in Public Clinics  
Standards**

**Purpose: To standardize and assist in improving immunization billing practice.**

*For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.*

Guiding Principles / Assumptions:

1. LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.
2. Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.
3. LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)
4. Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.
5. Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.
6. OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.
7. The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

## **Tier One**

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for Billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee<sup>1</sup> for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
  - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
  - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payor, patient age, and/or vaccine eligibility code
  - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
  - The appropriate charge for vaccine purchased from OIP, by including a statement that says, "We will not charge more than the OIP-published price for billable vaccine."
  - Billing processes based on payor type (DMAP/CCOs, private insurance, etc.), patient age, and vaccine eligibility code
  - The appropriate billing procedures for Medicaid-covered adults<sup>2</sup>
  - The appropriate billing procedures for Medicaid-covered children birth through 18 years<sup>3</sup>
  - Is updated annually or as changes occur
- With certain limited exceptions as published in vaccine eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients<sup>4</sup>
- Implementation shall be completed by December 31, 2014.

## **Tier Two**

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payors to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

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<sup>1</sup> This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

<sup>2</sup> Uses vaccine eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

<sup>3</sup> Uses vaccine eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

<sup>4</sup> Insured clients should be assigned a vaccine eligibility code of B or L

### **Tier Three**

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD's immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

**Program Element #50: Safe Drinking Water (SDW) Program**

1. **Description and Purpose.** The purpose of the Safe Drinking Water (SDW) program is to reduce the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided under this program element include: assuring that water suppliers are informed of necessary actions to comply with drinking water monitoring and maximum contaminant level requirements; inspecting public water systems and assuring that identified deficiencies are corrected; and providing technical regulatory assistance to public water suppliers. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

a. Funds provided under this Agreement are intended to enable LPHA to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within LPHA's jurisdiction and may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver the SDW services described in this Program Element Description.

b. Public drinking water systems addressed in this Program Element Description include community water systems, non-transient non-community water systems, and transient non-community water systems, serving 3,300 or fewer people and using ground water or purchased surface water sources only, and those activities specifically listed for non-EPA water systems using ground water sources only.

c. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

**“91% of the population served by community water systems will receive water that meets all applicable health-based drinking water standards during the year”;** and

**“90% of the community water systems will provide water that meets all applicable health-based drinking water standards during the year.”**

2. **Definitions Specific to the SDW Program.**

a. **Community Water System:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.

b. **Drinking Water Services (DWS):** OHA, Public Health Division, DWS is the state program that administers and enforces state and federal safe drinking water quality standards for all public water systems in the state of Oregon.

c. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

- d. **Maximum Contaminant Level (MCL) Violation:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- e. **Non-EPA Water System:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.
- f. **Non-Transient Non-Community Water System (NTNWS):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- g. **OHA:** Oregon Health Authority
- h. **Priority Non-Complier (PNC):** Water systems with system scores of 11 points or more, including those whose system scores have dropped below 11 points but have unresolved MCL violations.
- i. **Professional Engineer (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- j. **Public Water System(EPA definition):** A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least 15 connections or regularly serves at least 25 individuals.
- k. **Public Water System (Oregon definition):** A system for the provision of water for human consumption through pipes or other constructed conveyances with at least 4 service connections, or serves water to public or commercial premises that are used by an average of at least 10 individuals daily at least 60 days each year.
- l. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- m. **Regulated Contaminants:** Drinking water contaminants for which Maximum Contaminant Levels or Water Treatment Performance Levels have been established under Oregon Administrative Rule (OAR) 333-061-0030.
- n. **Safe Drinking Water Information System (SDWIS):** USEPA's safe drinking water information national database system.
- o. **System Score:** A point-based system developed by USEPA to assess overall compliance of water systems, based on unaddressed violations for monitoring periods ending within the last five (5) years.
- p. **Transient Non-Community Water Systems (TNCWS):** A public water system that serves a transient population of 25 or more persons.
- q. **USEPA or EPA:** United States Environmental Protection Agency.

- r. **Water Quality Alert:** A water quality sample report from the SDWIS data system that demonstrates contamination detection at a public water system and prompts further investigation and action to assure the system's drinking water meets all applicable standards.
- s. **Water System Information Form:** A report form to update information on a public water system for the purpose of maintaining a database inventory record that is current, accurate, and complete.
- t. **Water System Survey (Sanitary Survey):** An on-site review to evaluate the adequacy of the water system to provide safe drinking water. A water system survey must include the source of a public water system, the water intake, treatment system, storage and distribution facilities, operation and maintenance, water system records, and compliance with applicable drinking water regulations.

### 3. Procedural and Operational Requirements.

- a. **General Requirements.** All services supported in whole or in part with funds provided to LPHA under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:
- b. **Required Services:**
  - i. Respond to Emergencies: LPHA shall develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHA shall notify DWS in a timely manner of emergencies that may affect drinking water supplies.
  - ii. Conduct Independent Enforcement Actions: LPHA shall take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OARs: 333-029 (traveler's accommodations), 333-030 (organizational camps), 333-031 (recreational parks), 333-039 (mass gatherings), 333-060 (public swimming pools), 333-062 (pools and spas), 333-150 (food sanitation-food establishments), 333-162 (commissaries and warehouses), and 333-170 (bed and breakfast facilities). LPHA shall report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.
  - iii. Maintain and Use Drinking Water System Data Base: LPHA shall maintain access via computer to DWS's safe drinking water information system database (SDWIS). Access to DWS's drinking water system database is considered essential to carry out the program effectively. LPHA shall make timely changes to DWS's SDWIS database inventory records of public water systems to keep records current.
  - iv. Provide Technical Regulatory Assistance: LPHA shall provide technical regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHA shall respond to water system complaints received as appropriate or as referred by DWS.

- v. Investigate Water Quality Alerts: LPHA shall investigate all water quality alerts for detections of regulated contaminants at community, non-transient non-community, transient non-community, and non-EPA water systems. LPHA shall consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed and to ensure that any confirmed water quality violations are corrected or resolved. LPHA shall provide advice to the subject water system operator on the correct methods for issuing public notification as required and any needed advisory to users on protective action.
  
- vi. Conduct Water System Surveys: LPHA shall conduct a Water System Survey of each EPA public water system within LPHA's jurisdiction as scheduled by DWS: each community water system every three (3) years; and each non-transient non-community and each transient non-community water system every five (5) years. LPHA shall use the following procedure for conducting a Water System Survey:
  - (a.) Contact the subject public water system owner/operator to schedule an appointment and explain the information required to complete the water system survey.
  - (b.) Review the subject public water system file information, water quality history, and data base inventory information.
  - (c.) Conduct an on-site review of the water system source, treatment, storage, and distribution facilities; review its operation, management, and compliance with regulations; and determine deficiencies, if any that could result in unsafe drinking water.
  - (d.) Complete water system survey forms.
  - (e.) Collect coliform sample(s) at LPHA's reasonable discretion and as otherwise directed by DWS.
  - (f.) Verbally inform the owner and operator of the subject public water system of any significant deficiencies identified, timelines that all deficiencies must be corrected by, and if a written corrective action plan must be submitted.
  - (g.) Verify that water system survey is complete.
  - (h.) Prepare cover letter using a template provided by DWS that identifies all significant deficiencies found, the timelines for correcting deficiencies, and when a corrective action plan is due.
  - (i.) Mail cover letter, water system survey report, and any coliform sample result(s) to the subject public water system.
  - (j.) Submit the cover letter, water system survey report, and any coliform sample result(s) to DWS.

- vii. Resolve Priority Non-compliers (PNC): LPHA shall review the system score list provided by DWS at least monthly, and shall contact and provide assistance to all EPA community, non-transient non-community, and transient non-community water systems that are priority non-compliers (PNCs) as follows:
- (a.) When a water system is designated as a PNC by DWS, LPHA shall take the following actions:
    - (1.) Contact the water supplier and discuss any unaddressed violations with emphasis on the MCL violations, determine the reasons for all aspects of noncompliance, and inform the water supplier on ways to correct the noncompliance. Confirm that database information is current and accurate on ownership and water system classification.
    - (2.) Advise the owner/operator to carry out public notification as required by OAR 333-061-0042.
    - (3.) Submit public notices received and contact reports on LPHA follow-up actions to DWS.
    - (4.) Periodically monitor PNC systems to ensure they are making adequate progress on returning to compliance. A PNC is considered resolved when its system score drops below 11 points and all MCL violations have been addressed.
  - (b.) LPHA shall review all persistent PNCs at five (5) months after being designated as a PNC to determine if the water system can be returned to compliance within three (3) months.
  - (c.) If the water system can be returned to compliance within three (3) months, LPHA shall send written notice to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHA shall follow up to ensure corrective actions are implemented.
  - (d.) If it is determined the water system cannot be returned to compliance within three (3) months, LPHA shall prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request shall include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA shall notify the person(s) responsible for the subject water system's operation that formal enforcement has been requested.
- viii. Conduct Water System Survey Significant Deficiency Follow-ups: LPHA shall follow-up on identified significant deficiencies between surveys on EPA community, non-transient non-community, and transient non-community water systems to verify that all deficiencies have been corrected. After deficiencies are corrected, LPHA shall prepare a list of the deficiencies and the dates of correction



and submit to DWS. If all deficiencies are not corrected, LPHA shall ensure the water system has an approved corrective action plan submitted to DWS to correct all deficiencies, per OAR 333-061-0076 (6)(b), (7), (8). Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (October 2009).

- ix. Track and Follow-up on Enforcement Actions: after DWS issues an enforcement action, LPHA shall monitor the corrective action schedule contained in the action, and verify completion of each corrective action by the water supplier. LPHA shall document all contacts and verifications and submit documentation to the DWS. LPHA shall document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHA shall notify DWS when all corrections are complete and submit the notice within 30 days.
  - x. Inventory and Document New Water Systems: LPHA shall inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. LPHA shall provide the documentation to DWS within 60 days of identification of an uninventoried water system. Alternatively, LPHA may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.
- c. **Supplemental Services**: If LPHA has completed all Required Services above, LPHA may complete supplemental services listed below as resources allow:
- i. Resolve Violations for non-PNC Systems: LPHA may conduct work on EPA public water systems that are not PNC systems in the manner described in b. vii (a.) above for addressing PNCs. LPHA shall prioritize work on these systems according to the relative health risk involved with MCL violations the highest priority, and according to system classification with community water systems receiving the highest priority.
  - ii. Conduct Engineering Plan Review Inspections: LPHA may, on request of DWS, inspect construction or major modifications of public water systems to determine conformance to engineering plans reviewed and approved by the DWS. Inspections must consist of an on-site visit to verify construction is completed in accordance with the approved plans. LPHA shall document the facilities checked and any differences between the constructed facilities and the approved plans. Documentation shall be forwarded to DWS within 30 days of the inspection.
  - iii. Assist with Emergency Response Plan Development: LPHA may assist water suppliers to complete their Emergency Response Plans and ensure that completed plans meet DWS standards.
  - iv. Conduct Other Customized and Negotiated Work: LPHA may conduct such customized and negotiated work as required or requested by DWS to maintain safe and efficient public water system operations. LPHA shall prepare and submit for DWS review and approval a proposal for the customized and negotiated work

including a detailed task list and a listing of expected outcomes. DWS must approve the proposal for customized and negotiated work.

- d. **Requesting On-Site Assistance from DWS.** When on-site assistance from DWS is requested, LPHA is responsible for: scheduling DWS assistance, making arrangements to involve the water system operator, being present when DWS assistance is conducted in the field, and conducting follow-up work as necessary after the on-site assistance.
- e. **Staffing Requirements and Qualifications.**
  - i. LPHA shall develop and maintain staff expertise necessary to carry out the services described herein.
  - ii. LPHA staff shall maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
  - iii. LPHA shall hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

#### 4. **Documentation and Reporting Requirements.**

- a. **Documentation of Field Activities and Water System Contacts.** LPHA shall prepare and maintain adequate documentation of field activities and water system contacts as required to:
  - i. Maintain accurate and current public water system inventory information.
  - ii. Support formal enforcement actions.
  - iii. Describe current regulatory status of water systems.
  - iv. Evaluate the performance and effectiveness of the drinking water program.
  - v. Guide and plan program activities.
- b. **Minimum Standard for Documentation.** LPHA shall, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
  - i. Water system surveys and significant deficiencies.
  - ii. Water System Information (Inventory), Entry Structure Diagram, and Source Information updates.
  - iii. Field and office contacts in response to complaints, water quality alerts, PNCs, enforcement actions, requests for regulatory assistance, follow-up on water system survey deficiencies, and plan review follow-up.

- iv. Waterborne illness reports and investigations.
  - v. All correspondence with public water systems under LPHA's jurisdiction and DWS.
  - vi. Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems.
  - vii. Copies of public notices received from water systems.
- c. **Monthly Reporting.** LPHA shall submit to DWS on a monthly basis, on forms supplied by DWS, the information in Section 4.b. above in order for DWS to maintain state primacy for the federal safe drinking water program.
  - d. **DWS Audits.** LPHA shall give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.
  - e. **Additional Documentation and Reporting Requirements.**
    - i. LPHA must submit a work plan for the delivery of services under this Agreement and by a date determined by DWS. The plan must be approved by DWS prior to implementation. The plan must list all services intended to be provided to water systems over the two-year term of this Agreement and be categorized by the types of services and the number of each of the types of services proposed. Any changes to a work plan must be approved by DWS and shall be implemented through an amendment to the current Agreement.
    - ii. By the 20th of each month LPHA must submit a report, as set forth in Attachment 1 to this Program Element Description, "Required Drinking Water Services Provided", detailing the work accomplished during the prior month. The report must list all services provided to water systems covered under this Agreement and include water systems' names and ID numbers, the services provided, and service dates. Services must be categorized by type and provide the number of each type of service.
5. **Performance Measures.** DWS will use three (3) performance measures to evaluate LPHA's performance as follows:
- a. **Complete 100% of water system surveys.** Calculation: number of surveys completed divided by the number of surveys required.
  - b. **Respond to 100% of alerts.** Calculation: number of alerts responded to divided by the number of alerts generated.
  - c. **Resolve or address 100% of PNCs.** Calculation: number of PNCs resolved and addressed divided by the total number of PNCs. A PNC is addressed when it is referred to DWS for formal enforcement.

- 6. Responsibilities of DWS.** The intent of this Program Element Description and associated funding award is to enable LPHA to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHA to foster uniformity of statewide services. DWS agrees to provide the following services to LPHA. In support of local program services, DWS will:
- a. Distribute drinking water program and technical information in a timely manner to LPHA.
  - b. Sponsor at least one annual 8-hour workshop for LPHA drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHA is responsible for travel expenses for LPHA staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
  - c. Sponsor at least one regional 4-hour workshop at three (3) locations at locations and dates to be determined by DWS to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
  - d. Provide LPHA with the following information from the public water system database:
    - i. Immediately: Alert data.
    - ii. Continuously: Listings of PNCs, updated monthly.
    - iii. Quarterly: Performance measure calculations.
    - iv. Continuously: Individual water system inventory and water quality data.
  - e. Support electronic communications and data transfer between DWS and LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
  - f. Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
  - g. Refer to LPHA all routine inquiries or requests for assistance received from public water system operators for which LPHA is responsible.
  - h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
  - i. Prepare other actions against water systems as may be authorized or required by DWS.

**Attachment 1 to Program Element #50: Safe Drinking Water (SDW) Program**

**REQUIRED DRINKING WATER SERVICES PROVIDED 2015-17**

<b>LPHA:</b>		<b>MONTH:</b>		<b>YEAR:</b>	
<b>EMERGENCY RESPONSES</b>					
Date of Service		PWS #		PWS Name	
ID #					
<b>INDEPENDENT ENF. ACTIONS</b>					
Date of Service		PWS #		PWS Name	
<b>TECH/REG ASSISTANCE</b>					
Date of Service		PWS #		PWS Name	
<b>ALERTS</b>		# Alerts =			
Date of Service		PWS #		PWS Name	
<b>SURVEYS</b>		# Surveys =			
Date of Service		PWS #		PWS Name	
<b>PNCs RESOLVED</b>		# PNCs resolved =			
Date of Service		PWS #		PWS Name	
ID #					
<b>SURVEY FOLLOW-UP #1</b>		# All deficiencies corrected =			
Date of Service		PWS #		PWS Name	
<b>SURVEY FOLLOW-UP #2</b>		# On corrective action plan =			
Date of Service		PWS #		PWS Name	
<b>ENFORCEMENT TRACK &amp; F/U</b>		# All complete =			
PWS #		PWS Name			
Date of Service					
<b>NEW WATER SYSTEMS</b>		# New Systems =			
PWS #		PWS Name			
Date of Service					
<b>NOTES ON MONTHLY ACTIVITIES:</b>					

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT C**

**FINANCIAL ASSISTANCE AWARD AND  
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of the Agreement consists of and contains the following Exhibit sections:

- 1. Financial Assistance Award.**
- 2. Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
- 3. Explanation of the Financial Assistance Award.**

**FINANCIAL ASSISTANCE AWARD**

**State of Oregon  
Oregon Health Authority  
Public Health Division**

<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> April 10, 2015	<b>This Action</b> ORIGINAL FY2016
	<b>3) Award Period</b> From July 1, 2015 Through June 30, 2016	

<b>4) OHA Public Health Funds Approved</b>			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			439,901
PE 03 TB Case Management			12,133
PE 04 Sustainable Relationships for Community Health			27,787
PE 05 Health Impact Assessment			
PE 07 HIV Prevention Services			99,233 ( h )
PE 12 Public Health Emergency Preparedness			
PE 13 Tobacco Prevention & Education			227,303
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			896,046 ( b,c )
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES			69,411 ( f, g )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			37,174 ( d,e )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			21,753 ( a )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			22,725 ( a )

**5) FOOTNOTES:**

- a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- b) July -September grant is \$224,012 ; and includes \$44,802 of minimum Nutrition Education: and \$11,271 for Breastfeeding Promotion.
- c) October-June grant is \$672,035 ; and includes \$134,407 of minimum Nutrition Education amount and \$33,812 for Breastfeeding Promotion.
- d) \$4,895 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015.
- e) \$32,279 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014.
- f) \$17,353 is the July--September 2015 funding portion
- g) \$52,058 is the October 2015 -- June 2016 funding portion.

**6) Capital Outlay Requested in This Action:**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon  
Oregon Health Authority  
Public Health Division

<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> April 10, 2015	<b>This Action</b> ORIGINAL FY2016
	<b>3) Award Period</b> From July 1, 2015 Through June 30, 2016	

4) OHA Public Health Funds Approved	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES			53,024 ( a )
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES			11,593 ( a )
PE 42 Babies First FAMILY HEALTH SERVICES			35,130
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES			12,996
PE 43 Immunization Special Payments			87,055
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES			265,000
PE 50 Safe Drinking Water Program			147,475
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>2,465,739</b>

**5) FOOTNOTES:**  
 h) \$35,035 must be expended by December 31, 2015.

**6) Capital Outlay Requested in This Action:**  
 Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV



**OREGON HEALTH AUTHORITY  
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT  
EMAIL TO: David.P.COLEMAN@state.or.us**

Agency: \_\_\_\_\_

Program: \_\_\_\_\_

Period: July 1, \_\_\_\_\_ to \_\_\_\_\_

Please read instructions carefully.

YEAR TO DATE			
A.	EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1.	Personal Services (Salaries and Benefits)		
2.	Services and Supplies		
3.	Capital Outlay		
4.	<b>TOTAL EXPENDITURES (see Note 1)</b>		
5.	Less Total Program Income (see Note 2)		
6.	<b>TOTAL REIMBURSABLE EXPENDITURES</b>		

**WIC Program Only:** Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:

Client Services <input style="width: 100%;" type="text"/>	Nutrition <input style="width: 100%;" type="text"/>
	Education <input style="width: 100%;" type="text"/>
Breastfeeding Promotion <input style="width: 100%;" type="text"/>	General Administration <input style="width: 100%;" type="text"/>

YEAR TO DATE	
B.	PROGRAM INCOME/REVENUE
1.	Revenue from Fees
2.	Donations
3.	3rd Party Insurance
4.	Other Program Income
5.	<b>TOTAL PROGRAM INCOME</b>
6.	Other Local Funds (identify)
6a.	
6b.	
7.	Medicaid/OHP/CCare
8.	Volunteer and in-Kind (estimated value)
9.	Other (Specify)
10.	Other (Specify)
11.	<b>TOTAL REVENUE</b>

**C. CERTIFICATE**

I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

PREPARED BY _____	PHONE _____	AUTHORIZED AGENT _____	DATE _____
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Note 1: If Section A. Line 4. Expenditures are reimbursed by State Medicaid, State General Funds, State Other Funds, do not report Program income on Section A. Line 5.

Note 2: 45 CFR 92.25(b). Income directly generated by grant supported activity (Section B. Line 5.).

Form Number 23-152

Revised April 2015

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report

FORM NUMBER: 23-152

**WHO MUST COMPLETE THE 23-152:** All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.

**WHERE TO SUBMIT:** Email to: *David.P.COLEMAN@state.or.us*

**WHEN TO SUBMIT:** Reports for grants are due **25 days** following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and **50 days** after the 12-month period (8/25) in each fiscal year. **Any** expenditure reports due and not received by the 25th will delay payments for **all** grant programs until reports for **all** programs have been received from the payee for the reporting period.

**INSTRUCTIONS FOR COMPLETION:** Report expenditures of Non-OHA/PHD (Oregon Health Authority/Public Health Division) funds in addition to those for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

A. YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.

B. YEAR TO DATE revenue is reported when recognized.

#### **A. EXPENDITURES**

Enter cumulative expenditures in appropriate column.

- **Non-OHD/PHD Expenditures** are all program expenditures **not** reimbursed by Public Health Division.
- **PHD Expenditures** are reimbursable expenditures **less** program income.

WIC grantees must break down PHD cumulative expenditures into the 4 categories listed on the form. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.

**Line 1. Personal Services:** Report total salaries that apply to the program. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period **except** the final period.

**Exact yearly cost must be reported.**

Federal guidelines, 2 CFR 225\_Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time-activity reports for individuals paid from grant funds.

**Line 2. Services and Supplies:** Report all services and supplies expenditures for the program.

**Line 3. Capital Outlay:** Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. **Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).**

#### **B. REVENUES**

Enter revenues that support program on appropriate lines. Identify sources of *Other Local Funds* on lines 6 through 6b.

**Line 7. Medicaid/OHP/CCare:** Medicaid includes CCare, OHP and other Medicaid programs.

**WHEN A BUDGET REVISION IS REQUIRED:** It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required:

- If a transfer would result in or reflect a significant change in the character or scope of the program.
- If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

**REIMBURSEMENT FROM THE STATE:** Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when Public Health Division makes reimbursement.

From Number: 23-152

Revised April 2015

## EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

### 1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information (1) the name and address of the LPHA; (2) the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award, the number of the revision; and (3) the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see 1.c. below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- b. **Funds Approved.** This section contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under the Agreement is listed by its Program Element code and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element code, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
  - i. **Column 1, Program Element:** This column will contain the Program Element name and code for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and code set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
  - ii. **Column 2, Previous Award:** In instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of the amendment. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

- iii. **Column 3, Increase/(Decrease):** In instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by the amendment. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
  
  - iv. **Column 4, New Financial Assistance Award:** The amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.
- c. **Footnotes:** This section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding letter references appearing in the "Footnotes" section and on the appropriate line of the "New Grant Award" column of the "Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- d. **Capital Outlay Requested in This Award Action:** In instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- i. **Program Element Service:** The information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
  
  - ii. **Item Description:** The information presented in this column indicates the specific item that LPHA is authorized to acquire.
  
  - iii. **Cost:** The information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.

- iv. **Program Approval:** The presence of the initials of an OHA official approves the LPHA request for capital outlay.
- 2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. **Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
  - a. **Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
  - b. **LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
    - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
    - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
    - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
    - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
    - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
    - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section 3.c. “OHA Responsibilities.”
    - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
    - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.

- (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Section 2.h. above.

**c. OHA Responsibilities.** OHA shall:

- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
- (2) Provide technical assistance to LPHAs.
- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 – OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT E**

**GENERAL TERMS AND CONDITIONS**

**1. Disbursement and Recovery of Financial Assistance.**

**a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

- i.** At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- ii.** OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
- iii.** After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under Section 8 of this Exhibit E or that otherwise are not submitted in a timely manner or are incomplete or inaccurate subject to Exhibit C, Sections 2, 3, or 4. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

**b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** No LPHA default as described in Section 12 "LPHA Default" of this Exhibit has occurred.



- ii. LPHA's representations and warranties set forth in Section 2 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**c. Recovery of Financial Assistance.**

- i. **Notice of Underexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in Section 1.c.ii. below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in Section 1.c.iii.

**ii. Recovery of Underexpenditure.**

- (A) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.ii.(B) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure amount.

- (B) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure, or that the amount of the Underexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.ii.(C) below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

- (C) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure pursuant to Section 1.c.ii.(B), OHA may recover the Underexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to

LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.ii.(C), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure .

**iii. Recovery of Misexpenditure.**

**(A) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of (i) 60 calendar days, or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:

- (i.) Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
- (ii.) Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to Section 1.c.iii.(C) below; or
- (iii.) Notify OHA that it wishes to engage in the applicable appeal process set forth in Section 1.c.iii.(B) below.

If LPHA fails to respond within the time required by this Section 1.c.iii.(A), OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in Section 1.c.iii.(C) below.

**(B) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

**(i.) Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 13.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this Section 1.c.iii.(B)(i.) to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. If OHA and LPHA continue to disagree as to whether or not there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

**(ii.) Appeal from Federal-Identified Misexpenditure.**

**(a)** If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 13.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal

decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- (b) If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (c) If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Section 1.c.iii.(C) below.
- (d) Notwithstanding Section 1.c.iii.(A)(i.) through 1.c.iii.(A)(iii.), if the Misexpenditure was expressly authorized by an OHA rule or an

OHA writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

- (1) Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- (2) For purposes of this Section 1.c.iii.(B)(ii).(d), an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

**Public Health Services:**

- Public Health Director
- Deputy Public Health Director
- Office Administrators for the Director or Deputy Director

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- (3) The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- (4) If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- (5) An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA

expenditures that were made in compliance with the writing and during the term of the writing.

- (6) OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
- (7) OHA rule does not authorize an expenditure that this Agreement prohibits.

**(C) Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to Section 1.c.iii.(B)(i.) or (ii.), OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Section 1.c.iii.(C) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

**d. Additional Provisions With Respect to Underexpenditures and Misexpenditures.**

- i. LPHA shall cooperate with OHA in the Agreement Settlement process.
- ii. OHA's right to recover Underexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.

- iii. If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
  - (A) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
  - (B) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

**2. Representations and Warranties.**

- a. LPHA represents and warrants (subject to the limitations of Article XI, §10 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:
  - i. **Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. **Due Authorization.** The making and performance by LPHA of this Agreement (1) have been duly authorized by all necessary action by LPHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.
  - iii. **Binding Obligation.** This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. **Services.** To the extent services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

- b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- c. OHA represents and warrants (subject to the limitations of Article XI, §7 of the Oregon Constitution and the Oregon Tort Claims Act as amended (currently ORS 30.260 through 30.300),) as follows:
  - i. **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. **Due Authorization.** The making and performance by OHA of this Agreement (1) have been duly authorized by all necessary action by OHA and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- 3. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
- 4. **Provider Contracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Provider") through a contract (a "Provider Contract"). Subject to Section 5 of this Exhibit E, LPHA may permit a Provider to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Provider Contract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program



Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.

5. **Provider Monitoring.** LPHA shall monitor each Provider's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Program Element service or in a Provider's compliance with the Provider Contract between the Provider and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
6. **Records Maintenance, Access, and Confidentiality.**
  - a. **Access to Records and Facilities.** OHA, the Oregon Secretary of State's office, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
  - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the

following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

7. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
  - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
  - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
  - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the Program Element services and all Provider Contracts related to this Agreement.

8. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA, no later than the 25 days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 days following the end of the fourth quarter (or 12 month period) the following reports:
- a. A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of the Agreement. Each report, (other than reports for PE 41 "Family Planning") must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report for All Programs Except Family Planning."
  - b. Expenditure reports for PE 41, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority Public Health Division Expenditure and Revenue Report for Family Planning Only", if LPHA expended financial assistance disbursed hereunder for PE 41 during the quarter.

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

9. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Section 14 of this Exhibit E or (c) termination by LPHA, in accordance with Section 14 of this Exhibit E, of LPHA's obligation to include that Program Element in its public health program.
10. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Provider, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
11. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Provider or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual [www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t](http://www.oregon.gov/DAS/SCD/SARS/policies/oam/10.35.00.PR.pdf?ga=t) as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
12. **LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
  - b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
  - c. LPHA (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in

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

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

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

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

**14. Termination.**

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
  - i. For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
  - ii. Upon 45 days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;

- iii. Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as LPHA may specify in the notice; or
  - iv. Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
- i. For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
  - ii. Upon 45 days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements, immediately upon written notice to LPHA or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces the OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
  - iii. Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
  - iv. Upon 30 days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
  - v. Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Provider to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Provider no longer meets requirements to deliver the service. This termination right may

only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or

- vi. Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Providers have endangered or are endangering the health or safety of an LPHA Client or others.

## 15. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award, except (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date, and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have (a) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element and (b) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date, and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHS shall have no further obligation under this Agreement to provide that Program Element service.
  - d. **Disbursement Limitations.** Notwithstanding subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
  - e. **Survival.** Exercise of a termination right set forth in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under Sections 17 and 18 below. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 14 of this Exhibit E or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in Section 14 of this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
16. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
17. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination.** If, after termination of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement

for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Assistant Administrator shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this Section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under Section 18 below.

- 18. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 19.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 20. Purchase and Disposition of Equipment.**

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

    - i.** Network
    - ii.** Personal Computer
    - iii.** Printer/Plotter
    - iv.** Server
    - v.** Storage
    - vi.** Software
  - b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:



- i. description of the Equipment;
  - ii. serial number;
  - iii. where Equipment was purchased;
  - iv. acquisition cost and date; and
  - v. location, use and condition of the Equipment
- c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Provider for that Provider's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Provider, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with 2 CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT F**

**STANDARD TERMS AND CONDITIONS**

- 1. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 2. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claims") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. Except as provided in this Section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. THE PARTIES ACKNOWLEDGE THAT THIS IS A BINDING AND ENFORCEABLE AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY WAIVE ANY DEFENSE ALLEGING THAT EITHER PARTY DOES NOT HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THIS AGREEMENT.**
- 3. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 4. Assignment of Agreement, Successors in Interest.**

  - a.** LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such

conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
5. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
6. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
7. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
8. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
9. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
10. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other party as those terms are used in ORS 30.265 or otherwise.
11. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF

**ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OF ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.**

**12. Ownership of Intellectual Property.**

- a. Definitions. As used in this section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Provider in connection with the Program Element services. With respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 12.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 12.b.(1).
- c. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.
- d. LPHA shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 13. Force Majeure.** Neither OHA nor LPHA shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or LPHA, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each party may

terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

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

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

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

- 15. Indemnification by LPHA Contractors.** LPHA shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorney's fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's contractor or any of the officers, agents, employees or subcontractors of the contractor ( "Claims"). It is the specific intention of the parties that the Indemnitee shall, in

all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
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**EXHIBIT G**

**REQUIRED FEDERAL TERMS AND CONDITIONS**

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

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

regional office of the Environmental Protection Agency. LPHA shall include and require all Providers to include in all subcontracts with Providers receiving more than \$100,000, language requiring the Provider to comply with the federal laws identified in this section.

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



- e. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - f. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - g. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA shall comply and cause all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. LPHA shall comply, and require all Providers to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If Recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If Recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Recipient is exempt from Federal audit requirements for that year.

Records must be available as provided in Exhibit E, "Records Maintenance, Access, and Confidentiality".

8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and LPHAs declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
  
9. **Drug-Free Workplace.** LPHA shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Providers may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or Federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
  - a. LPHA shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any Provider of Medicaid or

CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Provider, fiscal agent or managed care entity or of any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.

- b. LPHA shall comply with the provisions of 42 CFR 455.434 which requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the Provider, fiscal agent or managed care entity.

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT H**

**REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Provider may not expend on the delivery of \_\_\_\_\_ any funds paid to Provider under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
  - b. If this Agreement requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
  - c. Provider may expend funds paid to Provider under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
  
2. **Records Maintenance, Access and Confidentiality.**
  - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
  - b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or other questions at the end of the above period, Provider shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider under this Contract for employee compensation in accordance with 2 CFR Subtitle

B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Provider under this Contract for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

- d. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Provider shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

3. **Alternative Formats of Written Materials.** In connection with the delivery of services, Provider shall:

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

For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

4. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract.

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Provider employs fifteen (15) or more employees to deliver the services under this Contract, Provider shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:
- a. An established process and time frame for filing an employee grievance.
  - b. An established hearing and appeal process.
  - c. A requirement for maintaining adequate records and employee confidentiality.
  - d. A description of the options available to employees for resolving disputes.

Provider shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Provider and are aware of the means by which employees may make use of the employee grievance procedures. Provider may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Provider employee manual that describes the Provider employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
7. **Indemnification.** To the extent permitted by applicable law, Provider shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, Providers or agents under this Contract.



**8. Required Provider Insurance Language.**

- a.** First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b..** Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

- 9. Subcontracts.** Provider shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

**EXHIBIT I**

**PROVIDER INSURANCE REQUIREMENTS**

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

**TYPES AND AMOUNTS.**

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

2. **PROFESSIONAL LIABILITY**

**Required by OHA**    **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

**3. COMMERCIAL GENERAL LIABILITY**

**Required by OHA**    **Not required by OHA.**

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

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

**4. AUTOMOBILE LIABILITY INSURANCE**

**Required by OHA**    **Not required by OHA.**

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

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

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

**EXHIBIT J**

**Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200**

<b>PE 03 Tuberculosis - FY16 (July 2015 - June 2016)</b>			
<b>Federal Award Identification Number(FAIN):</b>	U62PS004708	TBD	N/A
<b>Federal Award Date:</b>	3/6/2015	TBD (appx. 12/30/2015)	N/A
<b>Performance Period:</b>	07/01/15 - 12/31/15	01/01/16 - 12/31/16	07/01/15 - 06/30/16
<b>Federal Awarding Agency:</b>	CDC	CDC	OHA (General Fund)
<b>CFDA Number:</b>	93.116	93.116	N/A
<b>CFDA Name:</b>	Tuberculosis Control & Elimination		
<b>Total Federal Award:</b>	\$563,620	\$563,620 (est.)	\$100,181
<b>Project Description:</b>	Tuberculosis Services		
<b>Awarding Official:</b>	Arthur Lusby / <a href="mailto:alusby@cdc.gov">alusby@cdc.gov</a>		
<b>Indirect Cost Rate:</b>	17.45%		
<b>Research And Development (Y/N):</b>	N		

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Est. Award Amount</b>	<b>Award Amount</b>	<b>Total Award SFY 16</b>
CLACKAMAS	096-992656	\$2,027.00	\$2,027.00	\$8,079.00	\$12,133.00

<b>PE 04 HPCDP Sustainable Relationships for Community Health-Counties SFY 16</b>	
<b>Federal Award Identification Number(FAIN):</b>	90CS0032-03-01
<b>Federal Award Date:</b>	12/19/2013
<b>Performance Period:</b>	9/1/12-8/31/15
<b>Federal Awarding Agency:</b>	ACL
<b>CFDA Number:</b>	93.734
<b>CFDA Name:</b>	Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management Education Programs-financed by Prevention and Public Health Funds (PPHF)
<b>Total Federal Award:</b>	\$750,000
<b>Project Description:</b>	Oregon's Application for Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management & Education
<b>Awarding Official:</b>	Theresa Arney
<b>Indirect Cost Rate:</b>	11.9%
<b>Research And Development(Y/N):</b>	N

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Total SFY 16 Award</b>
CLACKAMAS	096992656	\$27,787	\$27,787

PE 07 HIV Prevention - FY16 (July 2015 - June 2016) - Category A			
<b>Federal Award Identification Number(FAIN):</b>	U62PS003642		
<b>Federal Award Date:</b>	3/6/2015	TBD (appx. 12/30/15)	N/A
<b>Performance Period:</b>	07/01/15 - 12/31/15	01/01/16 - 06/30/16	07/01/15 - 06/30/16
<b>Federal Awarding Agency:</b>	CDC	CDC	OHA (State General Fund)
<b>CFDA Number:</b>	93.940	93.940	N/A
<b>CFDA Name:</b>	HIV Prevention Activities	HIV Prevention Activities	N/A
<b>Total Federal Award:</b>	\$1,603,137	\$1,491,333 (est.)	\$400,000
<b>Project Description:</b>	Comprehensive HIV Prevention Project for Health Departments	Comprehensive HIV Prevention Project for Health Departments	HIV Prevention
<b>Awarding Official:</b>	Gladys T Gissentanna <a href="mailto:gcg4@cdc.gov">gcg4@cdc.gov</a>	TBD	N/A
<b>Indirect Cost Rate:</b>	17.45%		
<b>Research And Development? (Y/N):</b>	N		

Agency/Contractors Name	DUNS	Award Amount	Est. Award Amount	Award Amount	Total Award
CLACKAMAS	096-992656	\$35,035.00	\$31,936.00	\$32,262.00	\$99,233.00

<b>PE 13 HPCDP Tobacco Prevention &amp; Education Program-Counties SFY 16</b>		
<b>Federal Award Identification Number(FAIN):</b>	U58DP005986	U58DP005986
<b>Federal Award Date:</b>	3/29/15-3/28/16	3/29/16-3/28/17
<b>Performance Period:</b>	07/01/15 - 12/31/15	01/01/16 - 12/31/16
<b>Federal Awarding Agency:</b>	CDC	CDC
<b>CFDA Number:</b>	93.305	93.305
<b>CFDA Name:</b>	National State Based Tobacco Control Programs	
<b>Total Federal Award:</b>	\$1,013,634	TBD
<b>Project Description:</b>	Oregon Collaborative Chronic Disease, Health Promotion, and Surveillance Program	
<b>Awarding Official:</b>	Roslyn Curington	
<b>Indirect Cost Rate:</b>	17.45%	
<b>Research And Development(Y/N):</b>	N	

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount Tobacco CDC (Ph 16)</b>	<b>Total SFY 16 Award Tobacco CDC (Ph 17)</b>	<b>Total SFY 16 Award</b>
CLACKAMAS	096992656	\$974	\$325	<b>\$1,299</b>



**PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)  
BF Peer Counseling  
FY16 (July 15 - June 16)**

<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605	12-3510-0-1-605
<b>Federal Award Date:</b>	10/1/2015	10/1/2016
<b>Performance Period:</b>	10/01/2013 - 9/30/2016	10/01/2014 - 9/30/2017
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
<b>CFDA Number:</b>	10.557	10.557
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children
<b>Total Federal Award:</b>	\$817,253	\$844,848
<b>Project Description:</b>	Breast Feeding Peer Counseling WIC Program	WIC Program
<b>Awarding Official:</b>	Debra Whitford <i>debbie.whitford@fns.usda.gov</i>	Debra Whitford <i>debbie.whitford@fns.usda.gov</i>
<b>Indirect Cost Rate:</b>	11.90%	17.45%
<b>Research And Development(Y/N):</b>	N	N

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount 07/2015 - 09/2015</b>	<b>Award Amount 10/2015 – 06/2015</b>	<b>Total Award FY 2016</b>
CLACKAMAS	096992656	\$17,353	\$52,058	\$69,411

**PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)  
FY16 (July 2015 - June 2016)**

<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605	12-3510-0-1-605
<b>Federal Award Date:</b>	10/1/2015	10/1/2016
<b>Performance Period:</b>	10/01/14 - 9/30/15	10/01/15 - 9/30/16
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
<b>CFDA Number:</b>	10.557	10.557
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children
<b>Total Federal Award:</b>	\$23,925,055	TBD
<b>Project Description:</b>	WIC Program	WIC Program
<b>Awarding Official:</b>	Debra Whitford <a href="mailto:debbie.whitford@fns.usda.gov">debbie.whitford@fns.usda.gov</a>	Debra Whitford <a href="mailto:debbie.whitford@fns.usda.gov">debbie.whitford@fns.usda.gov</a>
<b>Indirect Cost Rate:</b>	11.90%	17.45%
<b>Research And Development(Y/N):</b>	N	N

Agency/Contractors Name	DUNS	Award Amount 07/2015 - 09/2015	Award Amount 10/2015 – 06/2015	Total Award FY 2016
CLACKAMAS	096992656	\$224,012	\$672,035	\$896,047

**PE 41 Reproductive Health - Family Planning Title V Component  
FY16 (July 15 - June 16)**

<b>Federal Award Identification Number(FAIN):</b>	B04MC28122-01-00	TBD
<b>Federal Award Date:</b>	10/21/2014	TBD
<b>Performance Period:</b>	10/01/2014-9/30/2016	10/01/15-9/30/17
<b>Federal Awarding Agency:</b>	DHS/HRSA	DHS/HRSA
<b>CFDA Number:</b>	93.994	93.994
<b>CFDA Name:</b>	MCH Block Grant	MCH Block Grant
<b>Total Federal Award:</b>	\$1,227,914	TBD
<b>Project Description:</b>	Maternal and Child Health Services	Maternal and Child Health Services
<b>Awarding Official:</b>	Dorothy Kelley / <a href="mailto:dkelley@hrsa.gov">dkelley@hrsa.gov</a>	TBD
<b>Indirect Cost Rate:</b>	10%	10%
<b>Research And Development(Y/N):</b>	N	N

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total Award FY 16</b>
CLACKAMAS	096-992656	\$1,223.75	\$3,671.25	\$4,895.00

<b>PE 41 Reproductive Health - Family Planning Title X Component FY16 (July 15 - June 16)</b>	
<b>Federal Award Identification Number(FAIN):</b>	FPHPA106038
<b>Federal Award Date:</b>	TBD
<b>Performance Period:</b>	06/30/15-06/29/2016
<b>Federal Awarding Agency:</b>	DHHS/PHS/PA
<b>CFDA Number:</b>	93.217
<b>CFDA Name:</b>	Family Planning Services
<b>Total Federal Award:</b>	TBD
<b>Project Description:</b>	Oregon Reproductive Health Program
<b>Awarding Official:</b>	Robin Fuller / <a href="mailto:robin.fuller@hhs.gov">robin.fuller@hhs.gov</a>
<b>Indirect Cost Rate:</b>	17.45%
<b>Research And Development(Y/N):</b>	N

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Total Award FY 16</b>
CLACKAMAS	096-992656	\$32,279.00	\$32,279.00

**PE 42 MCH Oregon Mother's Care Title V  
FY16 (July 15 - June 16)**

<b>Federal Award Identification Number(FAIN):</b>	B04MC28122-01-00	TBD
<b>Federal Award Date:</b>	10/21/2014	TBD
<b>Performance Period:</b>	10/01/2014 - 9/30/2016	10/01/2015 - 9/30/2017
<b>Federal Awarding Agency:</b>	DHS/HRSA	DHS/HRSA
<b>CFDA Number:</b>	93.994	93.994
<b>CFDA Name:</b>	MCH Block Grant	MCH Block Grant
<b>Total Federal Award:</b>	\$1,227,914	TBD
<b>Project Description:</b>	Maternal and Child Health Services	Maternal and Child Health Services
<b>Awarding Official:</b>	Dorothy Kelley / <a href="mailto:dkelley@hrsa.gov">dkelley@hrsa.gov</a>	TBD
<b>Indirect Cost Rate:</b>	10%	10%
<b>Research And Development(Y/N):</b>	N	N

<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total Award</b>
CLACKAMAS	096-992656	\$3,249	\$9,747	\$12,996

July 9, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Program Performance Agreement with  
Clackamas Education Service District

<b>Purpose/Outcomes</b>	These funds will be used to identify and provide Clackamas County child care providers/programs training and technical support to raise the quality of their child care programming to a Quality Improvement star rating.
<b>Dollar Amount and Fiscal Impact</b>	This Program Performance Agreement between Clackamas Education Service District and Clackamas County Children, Youth & Families Division involves funding in the amount of \$92,520.
<b>Funding Source</b>	Oregon Department of Education – Early Learning Division State General Funds –No County General Funds will be involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	July 1, 2015 terminates on June 30, 2016
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	#7248

**BACKGROUND:**

The Children, Youth & Family Division (CYF), of the Health, Housing & Human Services Department request approval of the Intergovernmental Program Performance Agreement with Clackamas Education Service District. This agreement will fund the Early Learning Council-Clackamas County Focused Child Care Network program.

The Focused Child Care Network funding is an integral part of the Oregon Early Learning Hub initiative and has been designated to be funded through the Clackamas Early Learning Hub which is administered by H3S-Clackamas County Children, Youth and Families Division. The purpose of the program will be to identify child care providers/programs within Clackamas County and provide them with training and technical assistance in implementing quality standards within a cohort of programs and provide individual coaching for programs to achieve a state Early Learning Division Quality Improvement Rating star rating. The programs identified should focus on children who are at risk including low income and Latino families.

The contract template has been reviewed and approved by County Counsel.

*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 Board approval of this Intergovernmental Program Performance Agreement and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over a horizontal line.

Richard Swift, Interim Director

INTERGOVERNMENTAL AGREEMENT

(FY15-16)  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY – Children, Youth & Families, OREGON  
AND  
**Clackamas Education Service District-Child Care Resource & Referral**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and Clackamas Education Service District-Child Care Resource & Referral (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of developing early childhood care and education training support network for Clackamas rural child care providers.

II. Scope of Work and Cooperation

A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit 1 attached.

III. Compensation

The COUNTY agrees to pay AGENCY an amount not to exceed \$92,520 during the 2015-2016 fiscal year for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Korene Mather  
Clackamas County-Children, Youth & Families Division  
2051 Kaen Road  
Oregon City, OR 97045  
503-650-5683  
[korenemat@co.clackamas.or.us](mailto:korenemat@co.clackamas.or.us)

IV. Liaison Responsibility

**Carol Middleton** will act as liaison from the AGENCY for this project. **Karen Gorton** will act as liaison from the COUNTY.

V. Special Requirements

A. The COUNTY and AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.



INTERGOVERNMENTAL AGREEMENT

- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents 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 the AGENCY or the AGENCY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

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

1. Commercial General Liability Insurance

- Required by COUNTY  Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

- Required by COUNTY  Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

- Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million 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. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

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

## INTERGOVERNMENTAL AGREEMENT

Such insurance shall provide sixty (60) day 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

### 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 Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

### 6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the 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. The 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, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 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. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY'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 this contract.

- 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 three (3) years after receipt of final payment under this contract; provided that any records and

## INTERGOVERNMENTAL AGREEMENT

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 the AGENCY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. 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 which would conflict with law are deemed inoperative to that extent.

### VI. Amendment

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

### VII. Term of Agreement

This agreement becomes effective July 1, 2015. This contract will terminate June 30, 2016.

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

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT

  
By \_\_\_\_\_

Milt Dennison  
Name (Typed) \_\_\_\_\_

Superintendent  
Title \_\_\_\_\_

June 23, 2015  
Date \_\_\_\_\_

13455 SE 97th Avenue  
Street Address \_\_\_\_\_

Clackamas, OR 97015  
City/Zip \_\_\_\_\_

(503) 675-4003  
Phone Number \_\_\_\_\_

93-6000229  
TIN, FIN or S.S.# \_\_\_\_\_

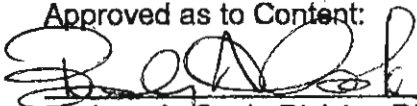
**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Interim Director  
Health, Housing & Human Services

\_\_\_\_\_  
Date

Approved as to Content:  
  
\_\_\_\_\_  
Rodney A. Cook, Division Director

6/23/15  
\_\_\_\_\_  
Date

# INTERGOVERNMENTAL AGREEMENT

## EXHIBIT 1 SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
  1. **Community Based, Holistic Approach**
    - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
    - AGENCY programs and services shall have ongoing community investment and involvement.
  2. **Family-Centered Programs**
    - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
    - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
  3. **Establish/Maintain Effective Partnerships**
    - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
    - AGENCY shall develop and promote continuous communications with similar organizations.
  4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
    - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
  5. **Implement Research Based Accountability**
    - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
    - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
      - Reporting Period #1, July 1- Sept 30: due on Oct 15, 2015
      - Reporting Period #2, Oct 1- Dec 31: due on Jan 15, 2016
      - Reporting Period #3, Jan 1 – Mar 31: due on Apr 15, 2016
      - Reporting Period #4, Apr 1 – Jun 30: due on Jul 15, 2016

## INTERGOVERNMENTAL AGREEMENT

6. **Reflect and Incorporate Diversity**
  - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
7. **Internal Controls**
  - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before July 15, 2016.
8. **Funder Recognition**
  - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
9. **Resource Expansion**
  - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
10. **Use of Grant Funds**
  - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
11. **HIPAA Compliance**
  - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
    - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
    - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter

## INTERGOVERNMENTAL AGREEMENT

information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

# INTERGOVERNMENTAL AGREEMENT

## EXHIBIT 2

### PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

#### 1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

##### a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or



## INTERGOVERNMENTAL AGREEMENT

B. Contract amendment suitable to both the COUNTY and AGENCY.

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic form, 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

## INTERGOVERNMENTAL AGREEMENT

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and

disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

### 5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures

## INTERGOVERNMENTAL AGREEMENT

separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

### 6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

## EXHIBIT 3

### BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

#### **ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

AGENCY shall have the right to make minor budget adjustments.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

#### **BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

**EXHIBIT 1  
Clackamas County Children, Youth & Families Division  
Focused Child Care Networks  
Work Plan 2015-2016**

**Provider:** CCR&R, SDA-15, Clackamas Education Service District  
**Activity:** Child Care Networks  
**Contact:** Carol Middleton, Clackamas ESD

**Focus Area: School Success**

**Outcomes:**  
**Kindergarten Readiness**  
 ▶ Increased support for safe, supportive early childhood environments to enhance children's preparedness for kindergarten  
**Increase Community Engagement**  
 ▶ Increased awareness of collective actions to support children, youth & families (Quality Improvement Rating System)

**Contract Service Numbers:** 10-15 Family Child Care Providers  
 25-35 Children Impacted

**Clackamas ESD-CCR&R-Focused Child Care Networks**

**Mark all that apply** (double click to check the boxes)

Early Childhood Transition  Academic Skills Development/Enhancement (Children)  Academic Skills Development/Enhancement (Parent)  Early Childhood Professional Development  Family Stability Supports/Parent Education  Family Engagement/Involvement Mentoring  Community Awareness/Mobilization  Community & Business Engagement

<b>Activities/Outputs</b>	<b>Outcomes</b>
<i>Description of program or project, methods for providing program, specific processes or events undertaken.</i>	<ul style="list-style-type: none"> <li>Increasing the number of family child care providers improving the quality of their child care services by engaging in the statewide Quality Improvement Rating System.</li> <li>Increasing the number of children ages 0-6 participating in Quality Child Care experiences</li> </ul>

<b>Focused Child Care Networks</b>	<b>Outputs/Outcomes</b>	<b>Jul-Sept 2015</b>	<b>Oct-Dec 2015</b>	<b>Avg.</b>
<b>By June 30, 2016</b> , a focused child care network infrastructure will be implemented and integrated into the Clackamas Early Learning Hub Quality Rating Improvement System.	Date Completed			
	# of outreach activities			
<b>By June 30, 2016</b> , recruit and conduct outreach to family child care providers in rural Clackamas County (Canby, Estacada, Molalla & Oregon Trail-Sandy School District and Oregon City catchment areas.	# of partners engaged in outreach			

<p><b>By June 30, 2016,</b> A minimum of 3 focused child care networks will have been established within Clackamas County with 5-10 family child care providers engaged in each network.</p>	<p>80% of the family child care providers that enroll in the networks will participate in their ongoing network.</p> <p>80 % % of family child care providers who participate in the network will have signed applications and applied for commitment to quality status.</p>	# of Focused Child Care Networks formed				
		# of Family Child Care Providers identified as willing to participate in Family Child Care Networks				
		# of family child care providers who have signed applications of commitment to quality				
		# of children served by Networks				
<p><b>By June 30, 2016,</b> CCR&amp;R will provide 6 local Focused Child Care Network trainings to 5-10 family child care providers within each of the 3 networks (15-30 providers total) that will allow them to <i>qualify for a minimum of 12 hours of Set 1 training on the Oregon Registry.</i></p>	<p>90% of the family child care providers with in the focused child care networks are trained by CCR&amp;R and qualify for a minimum of 12 hours of Set 1 training and report that they have increased their knowledge and skills Leading to increased quality in their program.</p>	Number Enrolled				
		Number Assessed				
		Number Successful				
		% Successful				
<p><b>By December 31, 2016,</b> CCR&amp;R will provide 4 local Focused Child Care Network professional development activities to 5-10 family child care providers within each of the 3 networks (15-30 providers total).</p>	<p>90% of the family child care providers will participated in a minimum of 4 activities</p> <p>90% of family child care providers reported that the the Family Child Care Network increased their knowledge and skills and the quality of their program.</p>					
<p><b>Quarterly,</b> Provide reporting requirements per the specifications of the Focused Childcare Family Network Grant.</p>						
<p><b>End of Year Report,</b> Participate in an end of grant evaluation designed to assess overall impact of the grant program..</p>						

**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION  
MONTHLY FISCAL REPORT (FY 15-16) Exhibit 3**

<b>Organization:</b>	Clackamas ESD - Child Care Resource & Referral, SDA 15	<b>Report For:</b>     <b>July-15</b>
<b>Service:</b>	Focused Family Child Care Network	
<b>Program Contact:</b>	Carol Middleton	
<b>Date:</b>	July 1, 2015 - June 30, 2016	

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
<b>Personnel (List salary, FTE &amp; Fringe costs for each position)</b>									
CCR&R Coordinator - .5 FTE	\$ 53,333.00		\$ 53,333.00			\$ -	\$ -	\$ -	\$ -
Data Entry - .25 FTE	\$ 18,000.00		\$ 18,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
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			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Administration - CESD</b>	\$ 2,594.00		\$ 2,594.00			\$ -	\$ -	\$ -	\$ -
Administration - CEL Hub	\$ 3,459.00		\$ 3,459.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
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COPY

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with  
Children's Center for Child Abuse Medical Assessments

<b>Purpose/Outcomes</b>	Services include medical assessments to a minimum of 75 children. Assessment includes a physical examination to determine possible abuse and/or the need for further treatment, and videotaped interviews of children that assist the medical diagnosis and treatment recommendations. 90% of families will be connected to appropriate treatment.
<b>Dollar Amount and Fiscal Impact</b>	\$202,000 No County staff are funded through this contract.
<b>Funding Source</b>	All funds for this contract originate from County General Funds.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Korene Mather x 5683
<b>Contract No.</b>	7242

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S) requests the approval of an agency service contract Agreement with the Children's Center for child abuse assessment services from July 1, 2015 to June 30, 2016.

The Children's Center is a child abuse medical assessment center that helps children and families in cases of suspected physical abuse, sexual abuse, neglect, drug endangerment and witness to violence. The Center also responds to requests from families for information and support, referrals from law enforcement and the Department of Human Services regarding children needing assessments, and community requests for child abuse awareness and education trainings.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Interim Director

**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY15-16)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and Children's Center of Clackamas County hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract (See attached work plan):
1. Respond to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
  2. Provide 415 Child abuse assessments, **75 of which will be funded through these contracted county funds**. These assessments will include a complete physical examination to determine possible abuse and/or the need for further treatment, as appropriate. Provide videotaped interviews of children reporting abuse; interviews to be conducted under the supervision of a medical professional by a professional with an appropriate degree and training. The child's interview should provide assistance to the medical diagnosis and treatment recommendations
  3. Ensure that Children's Center medical professionals and staff will be available with the appropriate subpoena and notification to appear in Clackamas County judicial proceedings.
  4. Payment for court appearance and consultations by Children's Center staff are not included in this contract agreement.
- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to **July 1, 2015**. This agreement shall terminate **June 30, 2016**.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.

Up to a maximum compensation of **\$202,000**.

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

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of COUNTY and will be submitted to:

Korene Mather  
Children, Youth & Families Division  
korenemat@clackamas.us  
503-650-5683

## AGENCY SERVICE CONTRACT

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

- 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 three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- 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 the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

### III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY 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 AGENCY.

### IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents 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 Agency, and Agency's officers, agents and employees, in performance of this contract

AGENCY SERVICE CONTRACT

B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

Required by COUNTY  Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million 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. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

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

Such insurance shall provide sixty (60) day 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.

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 Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

## AGENCY SERVICE CONTRACT

### 6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the 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. The 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, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 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. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY'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 this 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 AGENCY and COUNTY.

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.

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

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or

## AGENCY SERVICE CONTRACT

5. If AGENCY 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 the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

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

1. AGENCY shall:

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

2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a 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. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

AGENCY SERVICE CONTRACT

5. Agency, 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. Agency shall maintain employer 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The 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.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work, Performance Standards, and Work Plan

Exhibit 2 Reporting Requirements

Exhibit 3 Budget

AGENCY- Children's Center

CLACKAMAS COUNTY


Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas


Commissioner Martha Schrader

Commissioner Tootie Smith

  
By

Signing ~~on~~ ~~Behalf~~ ~~of~~ ~~the~~ Board:

Barbara Peschiera  
Name (Typed)

  
Richard Swift, Interim Director  
Health, Housing and Human Services

Executive Director  
Title

6/18/15  
Date

Date

1713 Penn Lane  
Street Address

Oregon City 97045  
City/Zip

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

503-655-7725  
Phone Number

6/22/15  
Date

75-3027143  
TIN, FIN or S.S.#



**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
  1. **Community Based, Holistic Approach**
    - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
    - AGENCY programs and services shall have ongoing community investment and involvement.
  2. **Family-Centered Programs**
    - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
    - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
  3. **Establish/Maintain Effective Partnerships**
    - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
    - AGENCY shall develop and promote continuous communications with similar organizations.
  4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
    - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
  5. **Implement Research Based Accountability**
    - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
      - Jul 1 – Sep 30: due on Oct 15, 2015
      - Oct 1 – Dec 31: due on Jan 15, 2016
      - Jan 1 – Mar 31: due on Apr 15, 2016
      - Apr 1 – Jun 30: due on Jul 15, 2016
  6. **Reflect and Incorporate Diversity**
    - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
    - AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.

## AGENCY SERVICE CONTRACT

### 7. **Internal Controls**

- AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2015.

### 8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Children, Youth & Families Division when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

### 9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Children, Youth & Families Division funding.

### 10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

### 11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
  - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
  - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
  - iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or

AGENCY SERVICE CONTRACT

COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Evaluate the services provided under this contract primarily by quarterly work plan progress reports. And, also may conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program, policies, procedures and files. The COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.
2. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

**EXHIBIT 2**

**PAYMENT PROCEDURES AND REPORTING REQUIREMENTS**

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

## AGENCY SERVICE CONTRACT

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly work plan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written

## AGENCY SERVICE CONTRACT

notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly work plan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

### 5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

### 6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

**EXHIBIT 3  
BUDGET**

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

**ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

**BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

**Clackamas County Children, Youth & Families Division  
Program Performance Report  
Work Plan and Quarterly Report**

Provider: **Children's Center**  
 Activity: **Child Abuse Assessment Services**  
 Contact: **Barbara Peschiera**  
 Contract Period: **July 1, 2015 - June 30, 2016**

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
By June 30, 2016, a minimum 75 children will receive psychosocial history assessments by clinical professionals with training and expertise in handling of child abuse cases.  Target: Average of 21 children per quarter. Duration of service averages 45 minutes	100% of assessed children will have psychosocial history in their file	# with psychosocial history in file				
		# Assessed				
		# Successful				
		% Successful				
By June 30, 2016, 75 children will receive a medical examination by clinical professional with specific training and expertise in detecting, documenting and treating child abuse cases.  Target: Average 21 children per quarter. Duration of services averages 45 minutes	100% of children examined for signs of suspected abuse will have a complete medical examination in their file	# with a complete med exam in file				
		# Successful				
		% Successful				
	Families will report a 95% satisfaction rate with quality of assessment.	# Assessed				
		# Successful				
		% Successful				
By June 30, 2016, at minimum 75 children will receive a professional forensic child interview characterized by non-leading questions, appropriate rapport building, assessment of safety risks and disclosure specific information obtained.  Target: Average 21 children per quarter Duration of services averages 45 minutes	95% of families will report that Children's Center was supportive in helping access recommended treatment services.	# Assessed				
		# Successful				
		% Successful				
By June 30, 2016, a minimum of 75 children and their families will be connected to appropriate treatment (i.e. using linkage agreements established by Children's Center and their treatment partners. Reported quarterly.  Target: Average 21 children/families per quarter	90% of families will be connected to appropriate treatment.	# Assessed				
		# Successful				
		% Successful				
By June 30, 2016, matching funds will allow for an additional 340 children to receive complete physical examinations to determine possible abuse and/or the need for further treatment. Reported quarterly.  Target: Average 85 children per quarter Duration of services averages 180 minutes	95% of families will report that Children's Center was supportive in helping access recommended treatment services.	# Assessed				
		# Successful				
		% Successful				



**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION**  
**MONTHLY FISCAL REPORT (FY 15-16) Exhibit 3**

<b>Organization: Children's Center</b> <b>Service: Child Abuse Assessment Services</b> <b>Program Contact: Barbara Peschiera</b> <b>July 1, 2015 - June 30, 2016</b>	<b>Report For:</b>  <p align="center"><b>July-15</b></p>
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Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
<b>Personnel (List salary, FTE &amp; Fringe costs for each position)</b>									
Medical Examiner (.46)	\$ 48,760.00	\$ 57,844.00	\$ 106,604.00			\$ -	\$ -	\$ -	\$ -
Forensic Interviewer (.4)	\$ 52,500.00	\$ 16,681.00	\$ 69,181.00			\$ -	\$ -	\$ -	\$ -
Family Support Specialist (.5)	\$ 28,000.00	\$ 32,008.00	\$ 60,008.00			\$ -	\$ -	\$ -	\$ -
Clinical Director (.46)	\$ 37,500.00	\$ 44,140.00	\$ 81,640.00			\$ -	\$ -	\$ -	\$ -
Intake Specialist	\$ 35,000.00	\$ 25,602.00	\$ 60,602.00			\$ -	\$ -	\$ -	\$ -
Medical Benefits		\$ 130,416.00	\$ 130,416.00			\$ -	\$ -	\$ -	\$ -
Additional Medical		\$ 308,369.00	\$ 308,369.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Svcs</b>	<b>\$ 201,760.00</b>	<b>\$ 615,060.00</b>	<b>\$ 816,820.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Administration</b>									
Staff Supporting Interventions		\$ 80,475.00	\$ 80,475.00			\$ -	\$ -	\$ -	\$ -
Medical Services	\$ 240.00	\$ 3,260.00	\$ 3,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Total Administration</b>	<b>\$ 240.00</b>	<b>\$ 83,735.00</b>	<b>\$ 83,975.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Supplies</b>									
Office Supplies		\$ 14,200.00	\$ 14,200.00			\$ -	\$ -	\$ -	\$ -
Medical Supplies		\$ 18,500.00	\$ 18,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Equipment</b>									
Equipment Maint/Rental		\$ 8,598.00	\$ 8,598.00			\$ -	\$ -	\$ -	\$ -
Non-Capital Equip Purchases		\$ 960.00	\$ 960.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>General Office</b>									
Rent		\$ 20,000.00	\$ 20,000.00			\$ -	\$ -	\$ -	\$ -
Postage		\$ 400.00	\$ 400.00			\$ -	\$ -	\$ -	\$ -
Printing		\$ 2,000.00	\$ 2,000.00			\$ -	\$ -	\$ -	\$ -
Phone		\$ 6,693.00	\$ 6,693.00			\$ -	\$ -	\$ -	\$ -
Insurance(s)		\$ 22,308.00	\$ 22,308.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Professional Fees &amp; Contract Svcs</b>									
		\$ 100,280.00	\$ 100,280.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Travel</b>									
Conferences & Training		\$ 11,400.00	\$ 11,400.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Mileage</b>									
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Additional (please specify)</b>									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Total Program Costs</b>	<b>\$ -</b>	<b>\$ 205,339.00</b>	<b>\$ 205,339.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Grant Costs</b>	<b>\$ 202,000.00</b>	<b>\$ 904,134.00</b>	<b>\$ 1,106,134.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please provide information on any budget anomalies in the budget above:

COPY

Richard Swift  
Interim Director

July 9, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Clackamas Women's Services  
for Shelter/Crisis Services and Advocacy/Community Education

<b>Purpose/Outcomes</b>	Provides domestic violence services including shelter, crisis services, advocacy and community education. Outcomes include: <ul style="list-style-type: none"> <li>• Shelter for 50 households – 85% will report new options to stay safe</li> <li>• 75 trainings to educate community about domestic violence and how to work with survivors – 90% will increase knowledge about DV resources and refer survivors to A Safe Place for partner services</li> </ul>
<b>Dollar Amount and Fiscal Impact</b>	Total contract amount is \$168,426 (\$143,426 for Shelter/Crisis and \$25,000 for Advocacy/Community Education)
<b>Funding Source</b>	County General Fund
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Korene Mather x 5683
<b>Contract No.</b>	7268

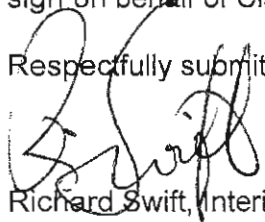
**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women's Services for Domestic Violence services which include Shelter and Crisis Services and Advocacy/Community Education. This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY 15-16)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and "Clackamas Women's Services" hereinafter called "AGENCY."

I. SCOPE OF SERVICES

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

Provide "Domestic Violence Shelter Beds and Crisis Services AND Domestic Violence Advocacy/Community Education" services as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2015. This agreement shall terminate June 30, 2016.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum compensation of "\$168,426 (\$143,426 for Shelter/Crisis; \$25,000 for Advocacy/Community Education)".

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

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- 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 three (3) years after receipt of final payment under this contract and all other pending matters are closed.

- 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,

AGENCY SERVICE CONTRACT

and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY 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 AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents 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 Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

- 2. Commercial Automobile Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY SERVICE CONTRACT

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million 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. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

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

Such insurance shall provide sixty (60) day 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.

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 Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the 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. The 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, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

## AGENCY SERVICE CONTRACT

### 8. Independent Contractor Status.

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

### 9. Primary Coverage Clarification.

AGENCY'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 this 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 AGENCY and COUNTY.

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.

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

1. 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.
2. 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.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY 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 the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

AGENCY SERVICE CONTRACT

1. AGENCY shall:
  - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a 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. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, 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. Agency shall maintain employer 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

AGENCY SERVICE CONTRACT

appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The 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.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.



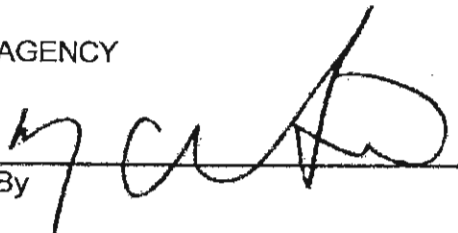
AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

AGENCY

By

  
Melissa Erlbaum  
Name (Typed)

Executive Director  
Title

6-23-2015  
Date

256 Warner Milne Rd  
Street Address

Oregon City, OR 97045  
City/Zip


503-722-2366 x106  
Phone Number

93-0900119  
TIN, FIN or S.S.#

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board:

  
Richard Swift, Interim Director  
Health, Housing and Human Services

Date

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

6/25/15  
Date

**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
  1. **Community Based, Holistic Approach**
    - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
    - AGENCY programs and services shall have ongoing community investment and involvement.
  2. **Family-Centered Programs**
    - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
    - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
  3. **Establish/Maintain Effective Partnerships**
    - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
    - AGENCY shall develop and promote continuous communications with similar organizations.
  4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
    - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
  5. **Implement Research Based Accountability**
    - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
    - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before due dates as follows:
      - Jul 1 – Sep 30: due on Oct 15, 2015
      - Oct 1 – Dec 31: due on Jan 15, 2016
      - Jan 1 – Mar 31: due on Apr 15, 2016
      - Apr 1 – Jun 30: due on Jul 15, 2016
  6. **Reflect and Incorporate Diversity**
    - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

## AGENCY SERVICE CONTRACT

- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.
7. **Internal Controls**
- AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before October 31, 2015.
8. **Funder Recognition**
- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
9. **Resource Expansion**
- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
10. **Use of Grant Funds**
- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
11. **HIPAA Compliance**
- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
    - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
    - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

AGENCY SERVICE CONTRACT

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

iii. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.
2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.
3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

**EXHIBIT 2**

**PAYMENT PROCEDURES AND REPORTING REQUIREMENTS**

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

**a) Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

## AGENCY SERVICE CONTRACT

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

## AGENCY SERVICE CONTRACT

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

### 5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

### 6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

**EXHIBIT 3**

**BUDGET**

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

**ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- Changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- Changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, and the staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

**BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).



**Clackamas County  
Children, Youth & Families Division  
Work Plan and Quarterly Report FY 15-16**

Provider: **Clackamas Women's Services**  
 Activity: **DV Advocacy and Community Education**  
 Program Contact: **Amy Doud**  
 Contract Period: **July 1, 2015 - June 30, 2016**

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
<p>By June 30, 2016, CWS will provide <b>75 trainings</b>. These trainings will include the topics (40-hrs) required to work with domestic violence survivors under the State of Oregon Department of Human Services.</p>	<p>Training attendance and certification.</p>	# training sessions offered				
		# attendees				
		# attendees completing DHS certified training				
	<p><b>90%</b> of attendees will report that they have gained knowledge around DV or information that will inform how they respond to survivors.</p>	<p># of attendees reporting that they have gained knowledge about DV as a result of the training</p>				
		<p>% of attendees reporting that they have gained knowledge around DV or information that will inform how they respond to survivors.</p>				
	<p><b>85%</b> of attendees will report an increase in knowledge of DV and local resources.</p>	<p># of attendees reporting that they have made new/increased referrals to A Safe Place</p>				
		<p>% of attendees reporting that they expect to make new/increased referrals to A Safe Place</p>				
	<p><b>90%</b> of those taking for professional development report that the training provided new skills that can be applied in practice.</p>	<p># attendees reporting taking training for "professional development"</p>				
		<p># of participants reporting that they have been better able to identify or serve victims encountered in current role</p>				
	<p>By June 30, 2016 CWS will provide <b>3 weekly</b> support groups for a minimum of <b>100</b> survivors of domestic violence.</p>	<p><b>85%</b> of support group participants will report that they know more about resources and how to access them.</p>	<p># of participants receiving DV survivor support group services</p>			
<p># of participants reporting that they know more about resources and how to access them.</p>						

**Children, Youth & Families Division  
2015-2016 DV Advocacy Work Plan  
Comments and Narrative**

**July – September:**

**October – December:**

**January – March:**

**April – June:**

**Clackamas County  
Children, Youth & Families Division  
Work Plan and Quarterly Report FY 15-16**

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 Activity: **DV Advocacy and Community Education**  
 Program Contact: **Amy Doud**  
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		<p># of participants reporting that they know more about resources and how to access them.</p>				

**Children, Youth & Families Division  
2015-2016 DV Advocacy Work Plan  
Comments and Narrative**

**July – September:**

**October – December:**

**January – March:**

**April – June:**

**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION  
MONTHLY FISCAL REPORT (FY 15-16) - Exhibit 3**

<b>Organization:</b>	Clackamas Women's Services	<b>Report For:</b>
<b>Services:</b>	DV Advocacy and Shelter/Crisis	
<b>Program Contact:</b>	Melissa Erlbaum	
<b>Date:</b>	July 1, 2015-June 30, 2016	

**Jul-15**

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
<b>Personnel (List salary, FTE &amp; Fringe costs for each position)</b>									
Vol. & Comm Education Coord .40 FTE	\$ 17,514.00		\$ 17,514.00			\$ -	\$ -	\$ -	\$ -
Vol & Comm Education Coord. Fringe	\$ 3,736.00		\$ 3,736.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Shelter Child & Family Spec. .82 FTE	\$ 29,120.00		\$ 29,120.00			\$ -	\$ -	\$ -	\$ -
Benefits (Norma G)	\$ 7,675.00		\$ 7,675.00			\$ -	\$ -	\$ -	\$ -
Shelter Case Manager .82 FTE	\$ 29,120.00		\$ 29,120.00			\$ -	\$ -	\$ -	\$ -
Benefits (Kira Meyrick)	\$ 7,675.00		\$ 7,675.00			\$ -	\$ -	\$ -	\$ -
Shelter Case Manager .40 FTE	\$ 14,560.00		\$ 14,560.00			\$ -	\$ -	\$ -	\$ -
Benefits (Tammy G)	\$ 3,837.00		\$ 3,837.00			\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Svcs</b>	<b>\$ 113,237.00</b>	<b>\$ -</b>	<b>\$ 113,237.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Administration</b>									
Administration (Advocacy)	\$ 2,500.00		\$ 2,500.00			\$ -	\$ -	\$ -	\$ -
Grant administration (Shelter/Crisis)	\$ 13,039.00		\$ 13,039.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Total Administration</b>	<b>\$ 15,539.00</b>	<b>\$ -</b>	<b>\$ 15,539.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Supplies</b>									
Program Supplies (Advocacy)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Office Supplies (Shelter/Crisis)	\$ 900.00		\$ 900.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Travel</b>									
Conferences & Training (Shelter/Crisis)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Mileage/Shelter	\$ 2,000.00		\$ 2,000.00			\$ -	\$ -	\$ -	\$ -
Mileage/Advocacy	\$ 250.00		\$ 250.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Additional (please specify)</b>									
Client Aide (Shelter/Crisis)	\$ 17,500.00		\$ 17,500.00			\$ -	\$ -	\$ -	\$ -
Support Groups (Shelter/Crisis)	\$ 2,000.00		\$ 2,000.00			\$ -	\$ -	\$ -	\$ -
Translation (Shelter/Crisis)	\$ 15,000.00		\$ 15,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
<b>Total Program Costs</b>	<b>\$ 39,650.00</b>	<b>\$ -</b>	<b>\$ 39,650.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Grant Costs</b>	<b>\$ 168,426.00</b>	<b>\$ -</b>	<b>\$ 168,426.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please provide information on any anomalies in the budget above:

Shelter/Crisis	\$143,426
Advocacy/Community Ed	\$25,000
<b>TOTAL</b>	<b>\$168,426</b>



COPY

Richard Swift  
Interim Director

July 9, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with  
ColumbiaCare Services, Inc. for  
Supported Housing Services

<b>Purpose/Outcomes</b>	To provide independent living opportunities with individuals of Clackamas County who have severe and persistent mental illness.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$260,000.00
<b>Funding Source</b>	State of Oregon, Addictions and MH Funds - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	Approval of last Agency Service Contract for Supported Housing was approved on July 10, 2014.
<b>Contact Person</b>	Jill Archer, Director – Behavioral Health Division – (503) 742-5336
<b>Contract No.</b>	7239

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with ColumbiaCare Services, Inc. for supported housing services in Jennings Lodge, Oregon. Supported housing consists of mental health services that provide rehabilitative, personal care, and skills building with the outcome to integrate individuals into the community at the highest possible level of independence. The Behavioral Health Division has partnered with ColumbiaCare Services, Inc. for supported housing services since 2013. This contract is a continuation of these services.

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

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Interim Director

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352

[www.clackamas.us/community\\_health](http://www.clackamas.us/community_health)

## AGENCY SERVICE CONTRACT

### Contract # 7239

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

### CONTRACT

#### 1.0 Engagement

COUNTY hereby engages AGENCY to provide supported housing services in Jennings Lodge, *Oregon* as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

#### 3.0 Compensation and Fiscal Records

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

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

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

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

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

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

this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

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

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

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

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

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

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

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

#### **5.0 General Conditions**

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

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

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

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

##### 5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of COUNTY, its officers,



commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

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

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

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

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

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

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

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

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

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or

suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 AGENCY shall:

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

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

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

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

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded

under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

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

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

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

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

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

## **6.0 Termination**

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

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement 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 HealthShare Risk Accepting Entity Agreement.

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

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

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

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

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

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

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

**7.0 Notices**

If to AGENCY:  
ColumbiaCare Services Inc  
3587 Heathrow Way  
Medford, OR 97504

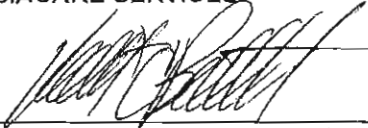
If to COUNTY:  
Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, #154  
Oregon City, OR 97045

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

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

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

**COLUMBIACARE SERVICES**

By:   
\_\_\_\_\_  
Robert C Beckett, Executive Director

Date 6/23/15  
\_\_\_\_\_  
3587 Heathrow Way  
Street Address  
Medford, OR 97504  
City/State/Zip  
\_\_\_\_\_  
(541) 858-8170 (541) 858-8167  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

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

\_\_\_\_\_  
Date

## EXHIBIT A DEFINITIONS

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

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

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

(a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has

requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or

- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

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

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

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

**EXHIBIT B**  
**SCOPES OF WORK**

1. AGENCY will provide 24-hour Supported Housing in 18 apartments located in Jennings Lodge, Oregon. The 18 apartments consist of six one-bedroom units and twelve two bedroom units. The six one-bedroom apartments and ten two-bedroom apartments will house SPMI consumers, if clinically appropriate, in the supported housing program. Consumers will be allowed to "double-up" in the two bedroom units. One two-bedroom apartment will be converted into an office for the day/evening staff with a room to facilitate group sessions. The other two-bedroom apartment will house an on-site resident manager.
2. AGENCY will provide four high needs supported housing beds on the same property. These beds would accommodate consumers who are difficult to place, i.e. currently in specialized residential treatment homes (RTHs), unable to discharge from the hospital, homeless, have failed various other housing placements, etc.). Two of these beds will be available for COUNTY placements.
3. AGENCY will administer program admission. Determination of consumer approval for entry into Jennings Lodge will be a collaborative process between the COUNTY and AGENCY's Supported Housing program. COUNTY staff will prioritize referrals based on need for skills building, history of unsuccessful tenure in community independent settings, the need for ADL support, and current apartment complex consumer mix. Staff at Jennings Lodge Supported Housing will have final approval of consumer entry into the program, however, agree to work with individuals who have a history of assault, addiction, eviction, criminal backgrounds including felony offenses, non-payment of rent and inpatient psychiatric admissions. The Jennings Lodge Supported Housing program agrees to make a good faith effort to work with COUNTY staff to address any concerns by the addition of other supports and resources prior to denying any referral.

The Jennings Lodge Supported Housing program agrees to ensure COUNTY approval prior to admitting any consumer into the program.

Upon receipt of referral, staff at Jennings Lodge staff will do a consumer assessment and submit it along with a treatment plan and authorization for services to COUNTY to review and approve, as well as identify whether the consumer meets high needs or regular needs for the purpose of billing rates and compensation.

4. AGENCY will provide property management Services. AGENCY shall be responsible for performing all Supportive Housing Program property management duties including processing rental applications and move-in paperwork, screening for tenancy, collection of rent and applicable deposits, ensuring consumer adherence to their signed rental agreement, property oversight, coordination of rental unit maintenance and repairs, on-call landlord assistance, scheduled apartment inspections, and noticing.

In addition, upon admission, AGENCY will schedule routine monthly meetings with each Supportive Housing Program Consumer, and COUNTY staff to discuss on-going support needs.

AGENCY will perform regular inspections of the supported housing units minimally once per year. Any identified deficiencies will be shared with the Supportive Housing Program Consumer along with a notice of correction and correction date deadline. A copy of the notices will be sent to COUNTY.

AGENCY is subject to, and will conform to, all Oregon Landlord/Tenant Laws. In the event that any section of this Contract conflicts with Oregon Landlord/Tenant Law, Oregon Landlord/Tenant Law will supersede this contract

5. AGENCY will provide 24-hour, 7 days per week availability of services of a community-based interdisciplinary team to individuals with a diagnosis that qualifies them as SPMI. Services may include initial and on-going assessments, psychiatric services, case management, employment assistance, housing assistance, family support and education, skills training, medication management coordination of care and other supports and services critical to the individual's ability to live independently in the



community. Service planning shall include crisis planning that utilizes professional and/or natural supports to provide 24-hour, 7 days per week flexible response.

4. AGENCY will provide monthly psychiatric services for the high needs consumers and quarterly psychiatric services to the SPMI consumers. These visits will be scheduled in advance.
5. AGENCY will provide a registered nurse to visit the site on a monthly basis available to all consumers.
6. AGENCY will provide eight hours per day of habilitative (1915i for Medicaid-covered consumers, covered under the terms of the current Behavioral Health Services Agreement between COUNTY and AGENCY effective January 1, 2013) and/or outpatient services minimally five days per week, as appropriate and authorized by the COUNTY.

## **B. STAFFING**

1. AGENCY will provide a QMHA on-site daily from approximately 8 a.m. to midnight seven days per week. The on-site resident manager will be available from 8 p.m. to approximately 8 a.m. in the event of an emergency or crisis.
2. AGENCY will provide an additional full time QMHA "float" who will work afternoon and evening hours seven days per week.
3. AGENCY will provide an on-site resident manager available to tenants evenings and nights for emergencies or crisis, who will also fulfill all property management functions (execution of leases, posting of notices, etc.)
4. AGENCY will provide a QMHP on-site 40 hours per week.
5. AGENCY will provide a part-time project manager.

### EXHIBIT C COMPENSATION

A. AGENCY shall be compensated for satisfactorily performing the services as specified in Exhibit B, Scope of Work as follows:

- |  |   |
|--|---|
| 1. Service Payment for four high needs consumers | \$3,600 per consumer per month <sup>1</sup>     |
| Rent Subsidy for all COUNTY program consumers    | Up to \$395 per consumer per month <sup>2</sup> |

<sup>1</sup> Prorated for number of days per month of residency, if residency is less than an entire month.

<sup>2</sup> Consumers will be responsible for 40% of their income going toward rent, with the COUNTY paying the balance up to \$395/month per consumer.

2. All consumer placements in the Supported Housing will be referred by the COUNTY. On the eleventh day after a unit is deemed available for occupancy or the eleventh day after a unit is vacated by a consumer, the unit is considered vacant. Beginning on the 11<sup>th</sup> day of vacancy, CONTRACTOR may invoice the COUNTY as follows:

Non high needs consumer units	\$15 per day <sup>3</sup>
High needs consumer units	\$120 per day <sup>3</sup>

<sup>3</sup>Maximum contract value for vacancies is \$16,740.

3. AGENCY may be compensated for services provided to non-Medicaid eligible consumers using the Medicaid rate chart for up to \$1,000 per month per consumer per consumer per year. These services will only be paid upon prior approval of COUNTY.

To receive payment AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

Total payment to CONTRACTOR shall not exceed **\$ 260,000**.

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. To receive payment for services not billed through PH Tech, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit invoices by the 10th of the month following the month services were performed. The invoice shall include the contract # **7239**, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

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

When submitting electronically, designate CONTRACTOR name and contract # **7239** in the subject of the e-mail.

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

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

**EXHIBIT D  
STATEMENT OF GENERAL CONDITIONS**

**1. Interpretation and Administration of Agreement**

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

**2. General Performance Standards**

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed.

Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

**3. Clinical Standards**

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

c. Coordination of Care

- i) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- ii) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- iii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
  - (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.

- (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
- (3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
- (4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e. Standards of Care

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

- i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);

- v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;
- viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and
- ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.

#### 4. Encounter Submissions

a. Usual and Customary Charges

AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such

information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45<sup>th</sup> business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

d. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

e. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

f. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

## 5. Staff Standards

COUNTY delegates to AGENCY the credentialing and recredentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

1. Appropriate education and academic degrees, as required;
2. Licenses or certificates, as required;
3. Relevant work history or qualifications, as required;

4. Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
5. Positive clearance by the National Practitioner Data Bank;
6. Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
7. Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent AGENCYS providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent AGENCYS for purposes of verification.

## **6. Recordkeeping**

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

**Clinical Records.** AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

**Government Access to Records.** At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available



for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

**Confidentiality and Privacy of Records.** The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

**Release of Information.** AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.

**External Review.** AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

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

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

AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

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

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

## 7. Reporting

### a. Abuse Reporting

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

### b. Critical Incidents

AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients,

## 8. Fiscal Reporting

- a. Annual Reports. Agency shall submit financial information including total revenue received from COUNTY for services provided and expenses related to revenue to COUNTY within ninety (90) days following the end of the each fiscal year falling within the term of this contract (by August 30, 2014). AGENCY shall use the County Financial Report Form (Attachment 1) to report this information. Such reports shall be accurate, correct in all respects, and traceable to source documents through AGENCY's accounting records.
- b. Other Payment Reports. COUNTY reserves the right to request financial reports from AGENCY on a case-by-case basis. These requests will be submitted to AGENCY in writing. AGENCY will have thirty (30) days from the date of the request to submit these reports. AGENCY shall use the County Financial Report Form (Attachment 1) to report this information. Such reports shall be accurate, correct in all respects, and traceable to source documents through AGENCY's accounting records.
- c. Fiscal Monitoring. COUNTY will monitor the fiscal performance of AGENCY under this contract and may take any and all appropriate management and legal action necessary to pursue this responsibility. Recovery of funds will be made from AGENCY as prescribed below in cases of unauthorized expenditures, non-performance of services, excess payment, contract termination or suspension, or revocation or suspension or non-issuance of approval or license involving AGENCY. However, this contract does not act as a limitation on the authority of COUNTY to pursue legal and administrative remedies pursuant to federal and state statutes, rules and regulations.

AGENCY shall permit authorized representatives of COUNTY to review the records of AGENCY in order to satisfy audit or program evaluation purposes deemed necessary and permitted under law. AGENCY shall permit authorized representatives of COUNTY to perform site reviews of all services elements covered by this contract.

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

- d. Recovery of Funds. Expenditures of AGENCY may be charged to this contract only if they (1) are incurred to provide services performed as authorized under this contract, (2) are justified by written documentation in case records and/or financial records maintained by AGENCY, (3) conform to applicable state and federal statutes, rules and regulations, (4) are in payment of an obligation incurred during the contract term, (5) conform to any payment limitations specified in this contract, and (6) are not in excess of the amount reasonable and necessary to provide quality delivery of a service contracted hereunder. Any COUNTY funds spent for purposes not authorized by this contract shall be refunded to COUNTY no later than thirty (30) days after the close of the fiscal year (June 30) or the date of any earlier termination of this contract, or within 30 days after notification of AGENCY by COUNTY. Any amounts not so paid may be deducted from any future payments to AGENCY or otherwise recovered by COUNTY.

Any funds paid by COUNTY and expended by AGENCY under this contract for purposes not authorized hereunder shall be the responsibility of AGENCY and shall be recoverable by COUNTY from AGENCY. Any funds paid by COUNTY to be expended by AGENCY under this contract solely on the delivery of a particular service shall not be expended on the delivery of any other service during the term hereof. However, any funds paid for services which are not expended or required by this contract to be expended by AGENCY during the term hereof may be retained by AGENCY and, subject to the conditions in the preceding paragraph, expended on the delivery of any approved service after the expiration or termination of this contract.

Failure to have an independent Certified Public Accountant audit Federal Block Grant and other federal funds contracted under this contract in a manner which complies with audit requirements detailed below shall be cause for COUNTY to recover from AGENCY all federal funds paid under this contract.

If any refunds to or disallowances by the federal government result from federal audits of community mental health services, and if those refunds or disallowances result from AGENCY's performance or nonperformance of any condition of this contract, the refunds or disallowances shall be AGENCY's responsibility and be recoverable by COUNTY from AGENCY.

AGENCY shall be responsible for prior contract period excess payments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by AGENCY in a manner specified by COUNTY. COUNTY shall be entitled to the legal rate of interest for late payments from the date such payments became delinquent and, in case of litigation, to reasonable attorney's fees.

## 9. Monitoring

### a. Agreement Compliance Monitoring

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

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

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

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

b. External Quality Review

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

**9. Fraud and Abuse**

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General

AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b. Fraudulent Billing and False Claims

AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

- (i) If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
- (ii) If fraud is determined or a false claim verified, require restitution of funds.
- (iii) If the action identified is determined to be non-intentional, require a corrective action plan
- (iv) Put AGENCY on probationary status and suspend billing authority until the issue is resolved
- (v) Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

#### Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- (i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- (ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- (iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

#### c. Examples of fraud and abuse that support referral to the MFCU and COUNTY

AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- (i) Provider Name, Oregon Medicaid Provider Number, address and phone
- (ii) Type of provider
- (iii) Source and nature of complaint
- (iv) The approximate range of dollars involved
- (v) The disposition of the complaint when known
- (vi) Number of complaints for the time period.

**Contact Information**

Report to: Medicaid Fraud Control Unit (MFCU)  
Phone: (971)673-1880  
Fax: (971)673-1890  
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

**Contact Information**

Report to: Clackamas Behavioral Health Division  
Contact: Compliance Officer  
Phone: (503)742-5335  
Fax: (503)742-5304  
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

**10. Compliance with Applicable Law**

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are

applicable to this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

b. Equal Employment Opportunity

If this contract, including amendments, is for more than \$10,000, then AGENCY shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

c. Non-Discrimination

AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (i) Their rights under Oregon law;
- (ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

h. Energy Efficiency

AGENCY shall comply and cause all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94- 163).

i. Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

i. Audits

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

j. Truth in Lobbying

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

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (iii) AGENCY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into



this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

k. Conflict of Interest Safeguards

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

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

l. HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

COPY

July 9, 2015

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with Lifeworks, NW for  
 Outpatient Treatment, Transitional Youth, Intensive Case Management, Psychiatric Day  
Treatment and Supported Employment

<b>Purpose/Outcomes</b>	To provide outpatient treatment, transitional youth and intensive case management, psychiatric day treatment Services, and supported employment services to youth in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The contract does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	This is the renewal of contract # 6702, approved on June 26, 2014. Board number: 062614-A28
<b>Contact Person</b>	Jill Archer, Director – Behavioral Health Division – 503-742-5336
<b>Contract No.</b>	7221

**BACKGROUND:**

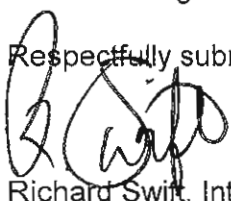
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Lifeworks NW for providing outpatient and day treatment for children who are eligible members of HealthShare, OHP. The Behavioral Health Division has partnered with Lifeworks NW for behavioral health services since 2005.

The contract is effective July 1, 2015 and continues through June 30, 2016. Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

## AGENCY SERVICE CONTRACT

### Contract #7221

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

### CONTRACT

#### 1.0 Engagement

COUNTY hereby engages AGENCY to provide Outpatient Treatment Services, Intensive Case Management, and Psychiatric Day Treatment Services (PDTs) for children, Supported Employment (SE) support, and Transition Age Youth services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

#### 3.0 Compensation and Fiscal Records

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

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

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

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

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

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

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

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

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

##### **4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements.**

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

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

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

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

#### **5.0 General Conditions**

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and

expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

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

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

5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

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

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

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

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY.

Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

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

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

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

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

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

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

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

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

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

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

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

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.

- b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subAGENCY incurred in performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

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

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

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

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

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

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

## 6.0 Termination

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

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement 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 HealthShare Risk Accepting Entity Agreement.

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

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

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

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

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

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

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



**7.0 Notices**

If to AGENCY:

LifeWorks NW  
14600 NW Cornell Road  
Portland, OR 97229

If to COUNTY:

Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, # 154  
Oregon City, OR 97045

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

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Clackamas County Rate Sheet Effective 1/1/15

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

**LIFEWORKS NW**

By: \_\_\_\_\_  
Mary Monnat / CEO / President

\_\_\_\_\_  
Date  
14600 NW Cornell Road  
\_\_\_\_\_  
Street Address  
Portland, OR 97229  
\_\_\_\_\_  
City/State/Zip  
(503) 645-3581 Ext: 2349 / (503) 684-1425  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

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

\_\_\_\_\_  
Date

## EXHIBIT A DEFINITIONS

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

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

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

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

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

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

**EXHIBIT B  
SCOPE OF WORK**

**1. Outpatient Mental Health Services:**

AGENCY shall follow the Medical Necessity Criteria and Utilization Guidelines as outlined in the Health Share of Oregon Adult Utilization Management Guidelines and Child and Family Utilization Management Guidelines.

AGENCY shall ensure clinical staff are trained in the use of these guidelines including the service description, admission, continued stay and transition criteria

AGENCY shall ensure clinical staffs are trained in the use of the Treatment Registration Form for initial and continued stay funding requests.

AGENCY shall provide 24-hour, seven day per week telephonic or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

**Program Performance Measures**

At a minimum, AGENCY shall track the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Levels of Care will be assigned accurately and with inter-rater reliability	Percent inter-rater reliability on the LOC assignment based on concurrent review of 10% of total monthly new authorizations up to a maximum of 30	Target: 75%	AGENCY Inter-rater reliability report HSO inter-rater reliability concurrent review

Program Goal	Performance Measure	Target # or %	Monthly Source
Consumers are receiving the intensity of service that's within the LOC range	Ratio of Average Encounters Per Authorization Served by Level of Care to Target Average Encounters Served by Level of Care	Target: 75%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50%  Target: 50%	Treat to target outcome measures developed and implemented by Health Share of Oregon.

AGENCY shall participate with COUNTY in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify consumer counts, service provision, and outcome measures.

**2. Transition Age Youth**

AGENCY shall follow the Medical Necessity Criteria and Utilization Guidelines for Level D Transition Age Youth (TAY) Utilization Guidelines as outlined in the Health Share of Oregon Adult Utilization Management Guidelines. AGENCY will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court or Mental Health Court.

AGENCY shall ensure clinical staff are trained in the use of these guidelines including the service description, admission, continued stay and transition criteria

AGENCY shall ensure clinical staff are trained in the use of the Treatment Registration Form for initial and continued stay funding requests.

AGENCY shall provide 24-hour, seven day per week telephonic or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

**Program Performance Measures**

At a minimum, AGENCY shall track the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Levels of Care will be assigned accurately and with inter-rater reliability	Percent inter-rater reliability on the LOC assignment based on concurrent review of 10% of total monthly new authorizations up to a maximum of 30	Target: 75%	AGENCY Inter-rater reliability report HSO inter-rater reliability concurrent review
Consumers are receiving the intensity of service that's within the LOC range	Ratio of Average Encounters Per Authorization Served by Level of Care to Target Average Encounters Served by Level of Care	Target: 75%	HSO Claims Data

AGENCY shall participate with COUNTY in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify consumer counts, service provision, and outcome measures.

**3. Intensive Case Management**

AGENCY shall follow the Medical Necessity Criteria and Utilization Guidelines for Level D Intensive Case Management (ICM) Utilization Guidelines as outlined in the Health Share of Oregon Adult Utilization Management Guidelines.

Intensive case management is intended for individuals with a diagnosis that qualifies them as Seriously and Persistently Mentally Ill diagnosis who have been unable or unwilling to adequately engage in "traditional" outpatient services yet continue to suffer significant impairment due to their mental illness.

Intensive case management includes but is not limited to: assertive outreach; engagement of consumers in the community; use of targeted practices and techniques to engage and motivate clients; a multidisciplinary team approach; smaller staff to client ratios; and a focus on recovery goals. Caseloads are 20:1. AGENCY will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court or Mental Health Court.

AGENCY shall provide 24-hour, seven day per week telephonic or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per

week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

**Program Performance Measures**

At a minimum, AGENCY shall track the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Levels of Care will be assigned accurately and with inter-rater reliability	Percent inter-rater reliability on the LOC assignment based on concurrent review of 10% of total monthly new authorizations up to a maximum of 30	Target: 75%	AGENCY Inter-rater reliability report HSO inter-rater reliability concurrent review
Consumers are receiving the intensity of service that's within the LOC range	Ratio of Average Encounters Per Authorization Served by Level of Care to Target Average Encounters Served by Level of Care	Target: 75%	HSO Claims Data

AGENCY shall participate with COUNTY in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify consumer counts, service provision, and outcome measures.

**4. Psychiatric Day Treatment Services for Children**

Psychiatric Day Treatment Services (PDTS) are comprehensive, interdisciplinary, non-residential community based programs consisting of psychiatric oversight, family treatment and therapeutic activities integrated with an accredited education program. Services are clinically and developmentally appropriate and are provided in the medically appropriate amount, intensity and duration for each admitted child specific to the child's diagnosis, level of functioning and the acuity and severity of the child's psychiatric symptoms.



AGENCY shall hold and maintain a valid Certificate of Approval for Standards for Children's Intensive Mental Health Treatment Services non-residential program certified under OAR 309-022-0100 through OAR 309-022-0230 issued by the Addictions and Mental Health Division and any and all other required licenses, permits or other required governmental approvals or certifications to provide Services under the terms of this Agreement. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of the Agreement.

PDTS shall be provided by Qualified Mental Health Professionals (QMHP) and Qualified Mental Health Associates (QMHA) in consultation with a psychiatrist to children who can be maintained at home by a parent, guardian or foster parent.

AGENCY shall provide PDTS to pre-authorized Health Share of Oregon-Clackamas County Behavioral Health Division children and adolescents.

AGENCY shall serve all referrals from COUNTY Care Coordinator that have been deemed ISA-eligible (Integrated Services Array) through the ISA determination process

AGENCY and Child and Family Team shall follow the established Health Share of Oregon Utilization Guidelines for admission, continued stay and discharge from PDTS.

### **Service Description**

AGENCY shall provide the following services to children and families as appropriate:

Services include 24 hour, seven days per week treatment responsibility for admitted children and on-call capability at all times to respond directly or by referral to the treatment needs of admitted children including crises 24 hours per day, seven days per week. Services will be provided in the home or community when clinically appropriate and when identified as a need by the child and family team.

AGENCY will ensure consistent coordination and communication with other agencies including Child Welfare, OYA and Juvenile Justice. Minimally, these communications should include monthly treatment progress reports and invitations to treatment reviews and other relevant meetings.

Service planning and provision will be child and family-centered. The individualized needs of the child and family will determine the type, intensity, and frequency of services provided. AGENCY will demonstrate a philosophy of families as equal partners and family involvement and participation in all phases of orientation, assessment, treatment planning and the child's treatment by documentation in the clinical record. AGENCY will have a policy and procedure on family involvement that includes specific supports to family members that address and prevent barriers to family involvement. AGENCY will ensure that a primary focus of treatment is assisting clients and their family members in transferring newly developed skills to the home and community settings. Specific services may include comprehensive mental health assessment; individual, group and family therapy; multi-family treatment group; parent or child skills training; pre-vocational/vocational rehabilitation; behavior management; activity and recreational therapy; physical health care coordination; interpreter services; case management; clinical services coordination; and consultation. AGENCY will coordinate referrals to early intervention as appropriate and maintain coordination with early intervention services. Services shall be provided in the home, community or discharge school setting as clinically indicated.

AGENCY shall maintain regular contact with the COUNTY Care Coordinators and will ensure they are invited with sufficient advance notice to treatment reviews and IEP meetings, and that they consistently receive treatment updates. AGENCY shall provide at least four (4) hours of services each working day to consumers enrolled in preschool through fifth grade programs and at least five (5) hours of services each working day to consumers enrolled in sixth through twelfth grade programs. These services will be billed per diem using HCPC Code H0037.

AGENCY shall ensure that the COUNTY Care Coordinators are routinely provided with written clinical documentation including mental health assessment and treatment plan, medication management notes and treatment plan updates. These should be provided minimally on a quarterly basis.

In the event that an enrolled Health Share of Oregon-Clackamas OHP member's absence or transition precludes AGENCY's delivery of the minimum number of per diem hours, AGENCY may deliver services to the absent or transitioning consumer on an hourly basis. AGENCY shall document and submit claims for services provided on an hourly basis. These services will be billed on an hourly basis using HCPC Code H2012.

AGENCY shall participate in Child and Family Team meetings to occur no less frequently than every 30 days. These meetings may be held at the facility, but may also occur in the family's home or elsewhere in the community that is convenient for the family. Child and family teams will include family members including involved biological family members, or foster parents, the Clackamas COUNTY Care Coordinator, involved AGENCY and agencies such as Child Welfare, the child when appropriate, and any other natural, formal, and informal supports as identified by the family. Individualized Service Coordination Plans shall be developed by a child and family team and subsequent revisions to be done every 90 days. The child's individual treatment plan shall be integrated into the Service Coordination Plan. The AGENCY LMP must participate in the review at least every 90 days per OAR 309-022-0140.

AGENCY shall provide active, focused case management beginning at the date of admission which will link the child to appropriate community-based services delineated in the service coordination plan, coordinate care with pre-admission and post-admission agencies, and develop and implement discharge plans. Discharge planning shall include applicable education service district or school district to coordinate and provide needed educational services for the children after discharge, and these discussions should begin at intake. Final discharge planning meetings should occur at the child's discharge placement to accommodate teachers and other staff from the new setting. The applicable school district or education service district representative shall be invited to the intake and all subsequent treatment reviews and IEP meetings. AGENCY shall include the parent and/or guardian in discharge planning and reflect their needs and desires to the extent clinically indicated.

AGENCY shall ensure that admitted children shall have, or have been, screened for an Individual Education Plan, Personal Education Plan or Individual Family Service Plan.

AGENCY will coordinate with education staff to ensure that IEP's are routinely updated.

AGENCY will utilize a clinical model that is evidence-based and integrated into all aspects of milieu treatment, and will not rely on a point system for behavior management. If a point or level system is clinically indicated for a specific client, it will be individualized and justified in the client's clinical record. Staff supervision will incorporate a focus on the ongoing implementation of evidence based practices.

AGENCY shall, with involvement of parents, caregivers, and the child, develop Service Plan (SP) as defined in 309-022-0105(85). The SP shall include behavioral support services according to OAR 309-022-0140(3)f and 309-022-0165.

AGENCY shall provide at least one face-to-face contact per month with a Licensed Medical Practitioner (LMP) to each child and adolescent served under this contract. Additional medication management services may be provided by a psychiatric nurse practitioner based on medical necessity. Medication management is included in the per diem rate for services.

To ensure a smooth and coordinated transition for the client from one school setting to the next, AGENCY shall obtain the appropriate release and submit mental health information to the receiving school district using the COUNTY school transition protocols.

AGENCY shall cooperate with the COUNTY Care Coordination or Wraparound and/or COUNTY UR Coordinator for children requiring admission to; and discharge from acute, sub-acute, and less restrictive levels of care as medically necessary.

**Performance/Outcome Measures:**

AGENCY will implement an approved outcomes measurement tool within 30 days of admission, and at a minimum of every 90 days throughout the treatment episode on 100% of the youth admitted into the psychiatric day treatment program.

The AGENCY will train 90% of QMHP staff to be able to administer the tool.

AGENCY will use the results of this outcomes tool to inform treatment planning.

AGENCY will provide biannual reports to Clackamas County that contain:

- a. The name of each youth that is enrolled with Health Share Clackamas who has been enrolled in the day treatment program during the current contract period.
- b. Each score that the youth have received on the measurement tool during the length of their stay.

**Compensation**

COUNTY will pay AGENCY either an hourly rate or a daily rate (per diem) for pre-authorized PDTS services.

COUNTY will pay AGENCY \$205 per day (per diem) for all pre-authorized PDTS days of service billed with HCPC Code H0037 upon receipt of the complete CMS 1500 claim form, or a similar electronic version, received by Performance Health Technology (PH Tech).

COUNTY will pay AGENCY \$50 per hour not to exceed four (4) hours per day for all pre-authorized PDTS hours of service billed with HCPC Code H2012 upon receipt of the completed CMS 1500 claim form, or a similar electronic version, received by PH Tech.

**5. Supported Employment**

Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment. Programs use a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace. Program components include:

- A focus on competitive employment
- Rapid job searches soon after the client expresses interest
- Jobs tailored to individuals
- Time-unlimited follow-along supports
- On-the-job support to client and to employer

- Integration of supported employment and mental health services
- Zero exclusion criteria (that is, no one is screened out because they are not ready).

Employment specialists will generally carry a caseload with approximately 20 clients and will not have mixed caseloads of clients from other non-Supported Employment services. Supported Employment services should be integrated with other treatment provided within the agency. Supports for clients involved in this program should be individualized to maintain employment and should continue as long as consumers want the assistance. Choices and decisions about work and support are individualized based on the person's preferences, strengths, and experiences. Provider agrees to use clinical judgment to determine which services are appropriate, and what frequency of care is medically necessary.

### **Performance Requirements**

- a. Outcome measures will include:
  - 1) Number of clients served
  - 2) Percentage of clients in competitive employment
  - 3) Fidelity score
- b. AGENCY will place a percentage of enrolled individuals served in competitive employment that is within 10% of the statewide average.
- c. AGENCY will submit authorization for Supported Employment in addition to Level of Care authorizations for Levels A through D.
- d. Services coordination/case management will be provided to all consumers served.
- e. Provider will maintain fidelity with a score of 100 or higher and continually strive toward high fidelity.

### **Compensation**

PHTech, case rates will be paid on submission of first claim in the authorization at the full annual amount of \$950.

## **EXHIBIT C COMPENSATION**

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions. Refer to Attachment 1 for current rate sheet.

**EXHIBIT D  
STATEMENT OF GENERAL CONDITIONS**

**1. Interpretation and Administration of Agreement**

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

**2. General Performance Standards**

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY

concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

### 3. **Clinical Standards**

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

c. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

d. Coordination of Care

- i) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- ii) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- iii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
  - (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
  - (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
  - (3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
  - (4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per

week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e. Standards of Care

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

- i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;
- viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and
- ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.



#### 4. Encounter Submissions

a. Usual and Customary Charges

AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation

AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits

AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45<sup>th</sup> business day after a valid claims received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

## 5. Staff Standards

COUNTY delegates to AGENCY the credentialing and recredentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

1. Appropriate education and academic degrees, as required;
2. Licenses or certificates, as required;
3. Relevant work history or qualifications, as required;
4. Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
5. Positive clearance by the National Practitioner Data Bank;
6. Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and

7. Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent AGENCYs providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent AGENCYs for purposes of verification.

## 6. Recordkeeping

### a. Clinical Records, Access and Confidentiality

Clinical Records. AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

Government Access to Records. At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

**Confidentiality and Privacy of Records.** The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

**Release of Information.** AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.

**External Review.** AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

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

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

AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and

rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

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

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

## 7. Reporting

### a. Abuse Reporting

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

### b. Behavioral Health Electronic Data System

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

### c. Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit a DSN Provider Capacity report to COUNTY within thirty (30) days of the effective date of this agreement, identifying all staff and independent AGENCYS who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

### d. Access to Care

AGENCY shall submit the online regional access report to COUNTY in the prescribed format by the 15<sup>th</sup> of the month following services delivered.

### e. Critical Incidents

AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients.

## **8. Monitoring**

### **a. Agreement Compliance Monitoring**

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

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

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

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

### **b. External Quality Review**

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

## **9. Fraud and Abuse**

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

### **a. General**

AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions,

fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b. Fraudulent Billing and False Claims

AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

- (i) If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
- (ii) If fraud is determined or a false claim verified, require restitution of funds.
- (iii) If the action identified is determined to be non-intentional, require a corrective action plan
- (iv) Put AGENCY on probationary status and suspend billing authority until the issue is resolved
- (v) Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- (i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and

- (ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- (iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and COUNTY

AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- (i) Provider Name, Oregon Medicaid Provider Number, address and phone
- (ii) Type of provider
- (iii) Source and nature of complaint
- (iv) The approximate range of dollars involved
- (v) The disposition of the complaint when known
- (vi) Number of complaints for the time period.



**Contact Information**

Report to: Medicaid Fraud Control Unit (MFCU)  
Phone: (971)673-1880  
Fax: (971)673-1890  
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

**Contact Information**

Report to: Clackamas Behavioral Health Division  
Contact: Compliance Officer  
Phone: (503)742-5335  
Fax: (503)742-5304  
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

**10. Compliance with Applicable Law**

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

b. Equal Employment Opportunity

If this contract, including amendments, is for more than \$10,000, then AGENCY shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

c. Non-Discrimination

AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (i) Their rights under Oregon law;
- (ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

h. Energy Efficiency

AGENCY shall comply and cause all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy

conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94- 163).

i. Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

i. Audits

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

j. Truth in Lobbying

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

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (iii) AGENCY shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

k. Conflict of Interest Safeguards

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For

purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

1. HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

**ATTACHMENT 1  
 CURRENT RATE SHEET**

Clackamas County Case Rates Effective 01/01/15			
Level of Care	Case Rate	Auth Length	Comments
Assessment Plus Two Global	\$300.00	30 days	
Level A Child Global	\$950.00	1 year	
Level A Adult Global	\$880.00	1 year	
Level A Adult MRDD Meds Global	\$700	1 year	
Level B Child Global	\$1,100.00	6 months	
Level B Adult Global	\$1,400.00	1 year	
Level B Adult SPMI Global	\$1,500.00	1 year	
Level C Child Global	\$2,200	6 months	
Level C Adult Global	See Comments	1 year	\$3400 case rate for authorizations with start dates from 1/1/15 - 3/31/15. \$3000 case rate for authorizations with start dates on or after 4/1/15.
Level C Adult SPMI Global	\$3,400.00	1 year	
Level D Child HBS Global	\$1,710.00	1 month	
Level D Adult TAY Global	\$8,470.00	1 year	
Level D Adult ICM Global	\$8,470.00	1 year	

July 9, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Catholic Community Services of Western Washington  
Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services

<b>Purpose/Outcomes</b>	To provide intensive home-based stabilization services/child Level D and outpatient mental health services for people who are Oregon Health Plan (OHP) member's capitated to Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The contract does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The previous agreement was approved by the Board of County Commissioners on July 10, 2015 Agenda item: 071014-A7
<b>Contact Person</b>	Jill Archer, Director – Behavioral Health Division - 742-5336
<b>Contract No.</b>	7214

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Catholic Community Services of Western Washington for home-based stabilization services/child Level D and outpatient mental health services.

- Home-based stabilization services/child Level D provide resources intended to maintain or reintegrate children in their home to reduce out-of-home placements.
- Outpatient mental health services include an array of treatment such as individual and group therapy, skills training, case management and psychiatric services.

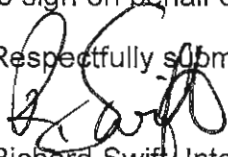
Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division. The Behavioral Health Division has partnered with Community Services of Western Washington for behavioral health services since 2009. This contract is a continuation of these services.

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

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

## AGENCY SERVICE CONTRACT

### Contract #7214

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

### CONTRACT

#### 1.0 Engagement

COUNTY hereby engages AGENCY to provide Home-based stabilization services and crisis stabilization services to children and adolescents with severe behavioral and emotional disorders as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

#### 3.0 Compensation and Fiscal Records

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5.0 General Conditions**

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

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

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



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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

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

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

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

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

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

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

within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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

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

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

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

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

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

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

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

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

5.9.1 AGENCY shall:

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

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

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

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

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

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

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

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

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

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

## **6.0 Termination**

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

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement 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 HealthShare Risk Accepting Entity Agreement.

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

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

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

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

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

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

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

## 7.0 Notices

If to AGENCY:  
Catholic Community Services of Western Washington  
5410 N 44<sup>th</sup> Street  
Tacoma, Washington 98407

If to COUNTY:  
Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, #154  
Oregon City, OR 97045

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

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

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

**AGENCY**

By: \_\_\_\_\_  
Doug Crandall/COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
5410 N 44<sup>th</sup> Street

\_\_\_\_\_  
Tacoma, Washington 98407

\_\_\_\_\_  
Phone 253-759-9544 / Fax 503-943-4994

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Interim Director

Health, Housing and Human Services Department

\_\_\_\_\_  
Date

**EXHIBIT A  
DEFINITIONS**

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

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

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

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

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

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

## EXHIBIT B SCOPES OF WORK

### Home Based Stabilization Services/Child Level D

Home-Based Stabilization Services are a comprehensive, individualized service package that includes a mixture of professional, paraprofessional and natural supports and resources which are intended to maintain or reintegrate children and adolescents in their home and community and reduce out of home placements that are the result of mental health issues. Services are time limited with the goal of transition to a lower level of care.

Referrals will come only from the Clackamas County Children's Care Coordination Team and will be pre-authorized with utilization review to occur not less than monthly within the context of a Child and Family Team Meeting. Referrals for clients in acute care, sub-acute or residential settings will be prioritized and services will be initiated prior to discharge.

AGENCY is expected to manage utilization throughout the authorization period to ensure that the client is receiving services of the appropriate type and intensity that are clinically indicated and medically necessary.

A strengths and needs assessment will be completed for each child that includes all relevant domains of the comprehensive mental health assessment. Service planning and provision will be child and family-centered and are intended to create a comprehensive plan of care. AGENCY shall participate in Child and Family Team meetings to occur no less frequently than every 90 days. Child and family teams will include family members including involved biological family members, or foster parents, the Clackamas County Facilitator, involved providers and agencies such as Child Welfare, the child when appropriate, and any other natural, formal, and informal supports as identified by the family.

The program will demonstrate philosophy of families as equal partners and insure family involvement and participation in all phases of assessment, treatment planning and the child's treatment by documentation in the clinical record. AGENCY will have a policy and procedure on family involvement that includes specific supports to family members that address and prevent barriers to family involvement

Services and crisis intervention will be available 24 hours per day by a member of the home-based stabilization team familiar to the family. A face-to-face response will be provided when requested and when clinically indicated. Services will be primarily delivered in the home or other community-based locations during times convenient for the child and family, and will include a minimum of four contacts per week, up to daily contact. Services will be offered at times that are not only convenient for the family, but that are generally times of increased difficulty for a particularly family or youth. This may include late evenings, early mornings and weekends.

Services to be evidence-based whenever an evidence based practice exists that is appropriate for children with severe mental, emotional, or behavioral disorders. Specific services available will include: assessment, family therapy, parent education, parent coaching/skills training, after-school activities, recreational activities, case management, psychiatric evaluation and medication management, consultation, individual therapy, individual skills training, mentoring, in-home respite or child care, flexible services and supports, interpreter services, and multi-system coordination of care, linkage to natural and informal supports, coordination of services by non-traditional providers, or other services approved in the Service Coordination Plan.

Services will be flexible and tailored in frequency, intensity, type and duration to meet the individual child and family's needs. Services will be provided creatively, with attention to what is needed to safely maintain the child in the community setting, and may include flexible services such as overnight staff in a family home, skills training and support at the school, daily parent coaching, etc.



When applicable, active collaboration with Health Share of Oregon/ Clackamas completing the School Transition Protocol 60 days prior to discharge from an ISA level of care.

**Program Performance Measures**

At a minimum, AGENCY shall track the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Levels of Care will be assigned accurately and with inter-rater reliability	Percent inter-rater reliability on the LOC assignment based on concurrent review of 10% of total monthly new authorizations up to a maximum of 30	Target: 75%	AGENCY Inter-rater reliability report HSO inter-rater reliability concurrent review
Consumers are receiving the intensity of service that's within the LOC range	Ratio of Average Encounters Per Authorization Served by Level of Care to Target Average Encounters Served by Level of Care	Target: 75%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50%  Target: 50%	New treat to target outcome measures developed and implemented by Health Share of Oregon.

AGENCY shall participate with COUNTY in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify consumer counts, service provision, and outcome measures.

**Crisis Stabilization Services**

**Client Description:**

Services will be provided to children and youth, age 4 through a child's 18<sup>th</sup> birthday, and their families.

1. Additionally, children must meet all of the following criteria:

- a) Child is an OHP member enrolled with Health Share of Oregon Clackamas County at the time services are delivered
  - b) Child has an OHP covered "above-the-line", DSM, non- substance use, diagnosis which is the focus of the needed mental health treatment. Treatment is not directed primarily to resolve placement issues related to abuse, neglect or caregiver incapacity OR behavior, conduct or substance use problems. Treatment is likely to alleviate symptoms and/or improve functioning
  - c) Child is a Clackamas County resident
  - d) Child cannot be adequately served by other community resources (i.e. primary care clinics, substance abuse treatment programs, other community resources),
  - e) Child must have been determined to have met medical necessity criteria for inpatient psychiatric hospitalization or psychiatric sub-acute treatment, or the child is discharging from an inpatient hospitalization without an established mental health provider who can support their needs.
  - f) Substance use/intoxication or developmental disability must be ruled out as the primary cause of the signs and symptoms that lead to the request for treatment
  - g) The client must be medically stable and medical causes have been ruled out as the source of the mental or behavioral symptom.
  - h) Less restrictive levels of care must have been explored, including increasing the intensity of treatment, and demonstrated to be less likely to be effective, more intrusive, unavailable or too dangerous.
2. At least one of the following is present:
- a) A clear and reasonable inference of danger to self or others
  - b) Dangerous assaultive or other uncontrolled behavior, including extensive damage to property, not due to substance abuse
  - c) Inability to provide for basic needs, safety and welfare
  - d) Acute deterioration in mental health functioning causing exacerbation of other medical conditions
3. The population served will be primarily children and youth who have not been previously determined to meet criteria for the Intensive Service Array. The AGENCY will assess the youth and determine whether they are appropriate for the Intensive Service Array within 30 days based on meeting all of the following criteria:
- a) Current, serious, functional impairment in multiple areas
  - b) Treatment intensity at a lower level of care insufficient to maintain functioning
  - c) Need for service frequency/intensity consistent with this level is in addition to services provided by other agencies or education to which the child is entitled
  - d) Service needs require the involvement of multiple components within the system of care, i.e. Child Welfare, Special Education, Juvenile Justice or OYA system involvement
  - e) Significant risk of out-of-home placement
  - f) Elevating or serious risk of harm to self and others
  - g) Composite CASII or ECSII score: > 19 as evaluated by the County Child Coordination Team

**Service Description:**

Crisis stabilization services are a rapid response, community based alternative to inpatient hospitalization or sub-acute admission. The intent of these services is to allow a child to remain in the community and to provide stabilization and service planning in a natural setting where children and youth remain connected with family and other community supports. The crisis stabilization team will work flexible hours to remain available 24 hours a day, including evenings and weekends, to meet a family's needs and actively work toward transitioning them to a less intensive treatment option. These supports are intended to be short term (30-90 days in length), and will include assessment, individual and family therapy, psychiatric care, case management, care coordination, skills training and respite. Psychiatric care will be provided monthly, at minimum, and the psychiatrist will be available for at least weekly consultation with the clinical team as needed.

AGENCY is expected to manage utilization throughout the authorization period to ensure that the client is receiving services of the appropriate type and intensity that are clinically indicated and medically necessary. The maximum payment amount is intended to cover the highest in need, and should not be seen as a standard level of service intensity. In situations where AGENCY has reached the maximum payment amount for the authorization prior to the end of the authorization period, AGENCY is expected to continue to provide medically necessary services.

Services will be flexible and tailored in frequency, intensity, type and duration to meet the individual child and family's needs. Services will be provided creatively, with attention to what is needed to safely maintain the child in the community setting, and may include flexible services such as overnight staff in a family home, skills training and support at the school, daily parent coaching, etc.

The program will demonstrate philosophy of families as equal partners and insure family involvement and participation in all phases of assessment, treatment planning and the child's treatment by documentation in the clinical record. AGENCY will have a policy and procedure on family involvement that includes specific supports to family members that address and prevent barriers to family involvement.

If the client already has an established treatment provider, then the Crisis Stabilization team will work closely with that provider in an effort to transition supports back to them as soon as it is clinically appropriate. This will include case management, co-therapy sessions, care coordination, and treatment planning to assist the client being adequately supported in outpatient treatment.

Treatment will be authorized 30 days at a time, with a maximum of a 90 day service time. Within 30 days of initial treatment, the crisis stabilization team will determine whether a referral to the Intensive Service Array is necessary in order to sustain a high level of community based support for the child and family. If a client is accepted into the ISA, then the primary care coordination function will be transferred to the Clackamas County care coordinator, who will facilitate child and family team decisions about future treatment providers, and other decisions related to the Individual Services and Support Plan. The crisis stabilization team will actively work on transitioning the child to an outpatient provider if it is determined that the child does not meet criteria for the Intensive Service Array. A 30 day authorization will be provided to allow the crisis stabilization team to facilitate this transition.

The crisis stabilization provider will need to respond to the request for supports at the client's current location, including hospital emergency departments, inpatient hospital units, sub-acute units, and a client's home or school. The crisis stabilization provider will be able to meet with a youth at any of the above listed locations and conduct to conduct an assessment 24 days a week, including evenings and weekends.

**EXHIBIT C  
COMPENSATION**

Method of Payment

To receive payment AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

COUNTY will pay on a monthly allocation basis based on the approved monthly case rate of \$3,000 for Outpatient Services associated with Home-based Stabilization and Crisis Stabilization Services provided by AGENCY.

**EXHIBIT D  
STATEMENT OF GENERAL CONDITIONS**

**1. Interpretation and Administration of Agreement**

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

**2. General Performance Standards**

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

### 3. **Clinical Standards**

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

c. Coordination of Care

- i) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
- ii) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of

Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.

- iii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
  - (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
  - (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
  - (3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
  - (4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e. Standards of Care

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

- i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender

presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;

- iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;
- viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and
- ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.

#### **4. Encounter Submissions**

- a. Usual and Customary Charges  
AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.
- b. Compensation  
AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.
- c. Third Party Resources and Coordination of Benefits  
AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR

Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity. Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45<sup>th</sup> business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).



## 5. Staff Standards

COUNTY delegates to AGENCY the credentialing and recredentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

1. Appropriate education and academic degrees, as required;
2. Licenses or certificates, as required;
3. Relevant work history or qualifications, as required;
4. Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
5. Positive clearance by the National Practitioner Data Bank;
6. Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
7. Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent AGENCYs providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent AGENCYs for purposes of verification.

## 6. Recordkeeping

### a. Clinical Records, Access and Confidentiality

Clinical Records. AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical

records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

**Government Access to Records.** At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

**Confidentiality and Privacy of Records.** The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

**Release of Information.** AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.

**External Review.** AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

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

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

AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

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

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

## **7. Reporting**

### **a. Abuse Reporting**

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

### **b. Behavioral Health Electronic Data System**

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

### **c. Delivery System Network (DSN) Provider Capacity Report**

AGENCY shall submit a DSN Provider Capacity report to COUNTY within thirty (30) days of the effective date of this agreement, identifying all staff and independent AGENCYs who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

### **d. Access to Care**

AGENCY shall submit the online regional access report to COUNTY in the prescribed format by the 15<sup>th</sup> of the month following services delivered.

### **e. Critical Incidents**

AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients,

## 8. Monitoring

### a. Agreement Compliance Monitoring

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

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

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

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

### b. External Quality Review

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

## 9. Fraud and Abuse

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

### a. General

AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b. Fraudulent Billing and False Claims

AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

- (i) If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
- (ii) If fraud is determined or a false claim verified, require restitution of funds.
- (iii) If the action identified is determined to be non-intentional, require a corrective action plan
- (iv) Put AGENCY on probationary status and suspend billing authority until the issue is resolved
- (v) Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- (i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- (ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- (iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and COUNTY

AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did

not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- (i) Provider Name, Oregon Medicaid Provider Number, address and phone
- (ii) Type of provider
- (iii) Source and nature of complaint
- (iv) The approximate range of dollars involved
- (v) The disposition of the complaint when known
- (vi) Number of complaints for the time period.

**Contact Information**

Report to: Medicaid Fraud Control Unit (MFCU)  
Phone: (971)673-1880  
Fax: (971)673-1890  
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

**Contact Information**

Report to: Clackamas Behavioral Health Division  
Contact: Compliance Officer  
Phone: (503)742-5335  
Fax: (503)742-5304  
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

## 10. Compliance with Applicable Law

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

### a. Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

### b. Equal Employment Opportunity

If this contract, including amendments, is for more than \$10,000, then AGENCY shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

### c. Non-Discrimination

AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

### d. Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (i) Their rights under Oregon law;
- (ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

h. Energy Efficiency

AGENCY shall comply and cause all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94- 163).

i. Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

i. Audits

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

j. Truth in Lobbying

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

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the



entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (iii) AGENCY shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

k. Conflict of Interest Safeguards

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

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

l. HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

July 9, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with  
Catholic Community Services of Western Washington for  
Emergency Department Crisis Stabilization Services and Diversion for Youth

<b>Purpose/Outcomes</b>	To provide rapid response, community based Emergency Department crisis stabilization and diversion services for uninsured youth in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$161,239.00 to be paid to Catholic Community Services of Western Washington in equal monthly increments.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on September 30, 2016
<b>Previous Board Action</b>	This is the original agreement.
<b>Contact Person</b>	Jill Archer, Director – Behavioral Health Division – 503-742-5336
<b>Contract No.</b>	7228

**BACKGROUND:**

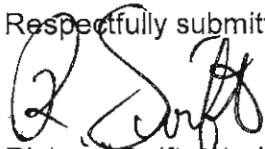
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Catholic Community Services of Western Washington for outpatient and home based stabilization services to eligible in Clackamas County. The Behavioral Health Division has partnered with Catholic Community Services for behavioral health services since 2009.

The contract is effective July 1, 2015 and continues through September 30, 2016. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

*Healthy Families. Strong Communities.*

## **AGENCY SERVICE CONTRACT**

### **Contract #7228**

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

### **CONTRACT**

#### **1.0 Engagement**

COUNTY hereby engages AGENCY to provide community-based Emergency Department crisis stabilization services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

#### **2.0 Term**

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **September 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

#### **3.0 Compensation and Fiscal Records**

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

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

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

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

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

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers

and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

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

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

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

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

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

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

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

#### **5.0 General Conditions**

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

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY                       Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY                       Not required by COUNTY

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

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

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

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

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

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

within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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

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

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

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

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

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

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

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

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

5.9.1 AGENCY shall:

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

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

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

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

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

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

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

## **6.0 Termination**

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

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement 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 HealthShare Risk Accepting Entity Agreement.

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

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

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

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

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded



from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYs declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

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

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

**7.0 Notices**

If to AGENCY:  
Catholic Community Services of Western Washington  
5410 N 44<sup>th</sup> Street  
Tacoma, Washington 98407

If to COUNTY:  
Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, #154  
Oregon City, OR 97045

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

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Budget
Attachment 2	Invoice Template

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

**AGENCY**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
5410 N 44<sup>th</sup> Street

\_\_\_\_\_  
Tacoma, Washington 98407

\_\_\_\_\_  
Phone 253-759-9544 / Fax 503-943-4994

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Interim Director

\_\_\_\_\_  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

**EXHIBIT A  
DEFINITIONS**

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AGENCY: entity contracted by COUNTY

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of  
Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

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

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

**EXHIBIT B  
SCOPES OF WORK**

**Emergency Department Crisis Stabilization**

AGENCY shall provide rapid-response, community-based Emergency Department Crisis Stabilization services to children who meet the eligibility criteria listed in below. AGENCY shall provide stabilization and service planning in a natural setting where children and youth remain connected with family and other community supports. Services provided shall allow a child to remain in the community as an alternative to inpatient hospitalization or sub-acute admission.

To be eligible for services under this Contract, children and youth must meet all of the following criteria:

1. Youth must be ages 5 through 18;
2. Youth must present to the Emergency Department at Providence Willamette Falls (Clackamas) in psychiatric crisis regardless of insurance coverage or lack thereof;
3. Youth must have a qualifying/covered DSM IV diagnosis which is the focus of the needed mental health treatment;
4. Youth must present with a primary concern that is not due to:
  - a. Placement issues related to abuse,
  - b. neglect or caregiver incapacity/behavior;
  - c. Substance use/abuse or intoxication;
  - d. Developmental disability;
  - e. Medical causes.
5. Assessing team must have determined that Crisis Stabilization is the best option because:
  - a. The youth cannot be adequately served by other community resources (i.e. primary care clinics, substance abuse treatment programs, or other community resources); AND
  - b. Less restrictive levels of care have been explored, including increasing the intensity of treatment, and demonstrated to be less likely to be effective, more intrusive, unavailable or too dangerous; AND
6. Crisis Stabilization services are likely to alleviate symptoms and/or improve functioning.
7. Youth must be medically stable.
8. Youth must be in crisis as defined by at least one of the following:
  - a. Youth meets medical necessity criteria for hospitalization and is being diverted;
  - b. Youth meets medical necessity criteria for subacute or residential treatment and
  - c. Family prefers to divert subacute/residential placement OR
  - d. The youth has been referred but no bed is open and the family is willing to explore community-based supports as an alternative to restrictive care;
  - e. Youth demonstrates a clear risk of harm to self or others through a current plan with intent; OR
  - f. current ideation with a history of attempts and/or hospitalizations;
  9. Youth demonstrates dangerous assaultive or other uncontrolled behavior, including extensive damage to property, not due to substance abuse;
10. Youth demonstrates inability to provide for basic needs, safety and welfare;
11. Youth demonstrates an acute deterioration in mental health functioning leading to an exacerbation of other medical conditions;
12. Youth is a high utilizer of Emergency Department services with at least two visits in the past 30 days;

13. Family is refusing to take the youth home because they do not feel able to ensure the youth's safety with their current supports (not due to unwillingness to be a placement option for the youth);

AGENCY's crisis stabilization team shall work flexible hours and be available 24 hours a day, including evenings and weekends, to meet a family's needs and actively work toward a less intensive treatment option. Crisis stabilization services are intended to be short term (30days in length), and shall include:

1. Assessment and safety planning
2. Brief, solution-focused Individual and family therapy;
3. Psychiatric care;
4. Case management;
5. Care coordination.

AGENCY shall provide services that:

1. Are flexible and tailored in frequency, intensity, type and duration to meet the individual child and family's needs;
2. Are provided creatively, with attention to what is needed to safely maintain the child in the community setting, and may include flexible services such as support at the school, parent coaching, etc.; and
3. Reflect the philosophy of families as equal partners and insure family involvement and participation in all phases of assessment, treatment planning and the child's treatment by documentation in the clinical record.

AGENCY shall work to transition services back to the client's existing outpatient treatment provider within 30 days. If client does not have an outpatient provider or wishes to choose a new provider, AGENCY shall work closely with the client and caregiver to identify and transition services to an outpatient provider within 30 days. AGENCY shall provide case management, co-therapy sessions, care coordination, and treatment planning during the 30 days of service.

AGENCY shall respond to the request for services at Providence Willamette Falls (Clackamas) hospital emergency departments. AGENCY's crisis stabilization services shall be available to meet with a youth and conduct an assessment 24 hours a day, 7 days a week, including evenings and weekends.

AGENCY shall manage utilization throughout the authorization period to ensure that the client is receiving services of the appropriate type and intensity that are clinically indicated and medically necessary.

Crisis stabilization treatment will be authorized 30 days at a time, with a maximum of 30 days of service.

AGENCY shall actively work on transitioning the child to an outpatient provider.

AGENCY shall have a policy and procedure on family involvement that includes specific supports to family members that address and prevent barriers to family involvement.

**Program Performance Measures**

AGENCY shall track, at a minimum, the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this Contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
AGENCY shall respond to referrals received in a timely manner	Percentage of referrals responded to by phone within one (1) hour	75%	Crisis Stabilization Services Report
	Percentage of referrals responded to by phone to face-to-face within three (3) hours	75%	Crisis Stabilization Services Report
	Percentage of referrals that did not return to ED w/in 30 days of intake to service	75%	Crisis Stabilization Services ED Pilot Report
AGENCY shall collect information regarding types of referrals	Tracking information for referral types including: 1) Insurance Type 2) COUNTY of Residence 3) Diagnosis 4) Affiliated with a current mental health provider 5) Barriers to discharge	100%	Crisis Stabilization Services ED Pilot Report
AGENCY will submit "encounter only" detailed claims	using the CMS 1500 billing form to PH Tech within 120 days of the date health care services were delivered	100%	AGENCY shall submit claims to PH Tech P.O. Box 5490 Salem, OR 97304 Attention: Claims Processing

**EXHIBIT C  
COMPENSATION**

COUNTY will pay AGENCY on the following basis:

1. COUNTY shall pay AGENCY on a 1/12<sup>th</sup> per month capacity payment basis of \$ 13,437 via approved COUNTY invoice provided in attachment 2.
2. Payment will be issued within four (4) calendar weeks of receipt of complete invoice
3. Payment for incomplete claims or claims submitted later than 120 days from date of service may be denied. Failure to exercise this right shall not constitute waiver.

Method of Payment

AGENCY shall be reimbursed for the agreed upon program cost (see attached budget),

AGENCY shall submit monthly 1/12<sup>th</sup> per month capacity payment basis of \$ 13,437 via approved COUNTY invoice and agreed upon budget in attachment 1. Invoice shall include the contract #7228, dates of service and the total amount due for all service provided during the month. AGENCY may use invoice provided in attachment 2. Invoices shall be submitted electronically to:

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

When submitting electronically, designate AGENCY name and contract #7228 in the subject of the e-mail.

**ATTACHMENT 1  
 BUDGET**

**Catholic Community Services of Western Washington**

**ED Crisis Stabilization and Diversion**

**Direct Service Expenses**

	FTE	Monthly basis	1 month	12 months
Supervisor/Liaison	0.15	\$ 4,667	\$ 700	\$ 8,400
Clinician	1.00	\$ 3,833	\$ 3,833	\$ 46,000
QMHA (2 hours/week)	0.05	\$ 2,438	\$ 122	\$ 1,463
Psychiatry (4 hours/week)		\$ 3,813	\$ 3,813	\$ 45,760
Benefits & Taxes.			<u>\$ 1,397</u>	<u>\$ 16,759</u>
<b>Sub-total: Personnel Costs</b>	<b>1.20</b>		<b>9,865.10</b>	<b>118,381.25</b>

**Other Direct Program Expenses**

Fixed Salary (QI, Ops, MIS, Fiscal, Etc.)			\$ 592	\$ 7,103
Fixed Employee Benefits			\$ 112	\$ 1,350
Fixed Payroll Taxes			\$ 65	\$ 781
Mileage			\$ 600	\$ 7,200
Professional / Corporate Fees			\$ 500	\$ 6,000
Supplies / Postage			\$ 30	\$ 360
Furniture, Fixtures & Equip			\$ 48	\$ 576
Telephone/Communication			\$ 144	\$ 1,728
Occupancy-Rent/Leases			\$ 450	\$ 5,400
Occupancy-Utilities/Other			\$ 200	\$ 2,400
Repairs & Maintenance			\$ 50	\$ 600
Conferences & Trainings			\$ 50	\$ 600
Shared Indirect: Facilities & Tech			\$ 200	\$ 2,400
Printing & Publications			\$ 30	\$ 360
Flex Funds (safety supplies, specific assistance)			<u>\$ 500</u>	<u>\$ 6,000</u>
<b>Sub-total: Other Direct Costs</b>			<b>\$ 3,571</b>	<b>\$ 42,858</b>

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<b>Fixed Totals/Capacity Payment Basis</b>			<b>\$ 13,437</b>	<b>\$ 161,239</b>
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ATTACHMENT 2  
**INVOICE**

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

**Company Name**  
 Address:  
 City, State, Zip Code  
 Phone: (XXX) XXX-XXXX

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

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

**Contract # XXXX**

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

**FOR COUNTY USE ONLY**

Check Handling <input type="checkbox"/> Mail <input type="checkbox"/> RTD <input type="checkbox"/> Attachment					
Amount	Fund	Org	Program	GL Acct	Project #
Total Payment					
Mgr Approval: _____					
Please return to BH AP, Suite 154					

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of HOME Intergovernmental Agreement with  
Housing Authority of Clackamas County

<b>Purpose/Outcomes</b>	County HOME Program funds will provide tenant-based rental assistance (TBRA) to approximately 20 very-low income households enrolled in the Reboot NW Program.
<b>Dollar Amount and Fiscal Impact</b>	Total HOME funds is \$100,000 for the Reboot TBRA Program <ul style="list-style-type: none"> <li>No County General Funds are involved.</li> </ul>
<b>Funding Source</b>	The fund source is the FY2015-16 HOME Investment Partnerships Program allocation which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
<b>Safety Impact</b>	None.
<b>Duration</b>	The term of the HOME Intergovernmental Agreement is 1 year, beginning July 1, 2015 and ending June 30, 2016.
<b>Previous Board Action</b>	April 9, 2015 – H3S, Approval of Housing and Community Development 2015 Action Plan, Board Order # 040915-II 1
<b>Contact Person</b>	Kevin Ko, Manager, Housing & Community Development Division, 655-8359.
<b>Contract No.</b>	H3S 7267

**BACKGROUND:**

The Housing and Community Development (HCD) Division of the Health, Housing and Human Services Department requests the approval of a HOME Intergovernmental Agreement with the Housing Authority of Clackamas County (HACC) for the Reboot TBRA Program. The Reboot TBRA Program will provide temporary rental assistance to income eligible, unemployed residents of Clackamas County who are enrolled in the Clackamas Community College Reboot NW Program, an employment training program focused on developing occupational skills critical to the manufacturing and IT sectors. The TBRA Program will provide additional assistance to eligible Reboot NW participants by paying for a portion of their monthly housing rent for up to two years, thereby relieving some of the financial stress the household may be experiencing with being unemployed. The Reboot TBRA Program will be administered by HACC, with oversight by HCD staff.

On April 9, 2015 the Board approved the Housing and Community Development 2015 Action Plan. The Action Plan is developed annually through a public process which identifies and prioritizes community needs, and targets HUD funds to address the highest priority needs. Included in the 2015 Action Plan are

*Healthy Families. Strong Communities.*

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

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

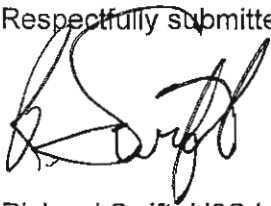
two allocations of HOME funds of \$100,000 each to support TBRA programs being administered by Northwest Housing Alternatives and HACC.

— 2 The HOME Intergovernmental Agreement with HACC was reviewed and approved by County Counsel on 6/29/2015. The term of the agreement is from 7/01/2015 thru 6/30/2016.

**RECOMMENDATION:**

Staff recommends Board approval of the HOME Intergovernmental Agreement with the Housing Authority of Clackamas County and authorization for Richard Swift, H3S Interim Director to sign on behalf of Clackamas County. Signatures will occur after notification of release of funds by HUD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, H3S Interim Director

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN**

**CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN  
SERVICES DEPARTMENT  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

**AND  
HOUSING AUTHORITY OF CLACKAMAS COUNTY**

**I. Purpose**

This Agreement provides the basis for a cooperative working relationship between Clackamas County Housing and Community Development Division, herein referred to as HCD, and the Housing Authority of Clackamas County, herein referred to as HACC, with the common goal of providing short-term housing assistance to very low-income participants of the Clackamas Community College Reboot Program.

**II. Scope of Cooperation**

A. Under this agreement, the responsibilities of HACC shall be as follows:

1. HACC agrees to provide staff and materials necessary to implement and manage the Reboot Tenant Based Rental Assistance Program (Reboot TBRA) by:
  - a. Acting as liaison between HCD and Clackamas Community College (CCC) reboot Program staff.
  - b. Ensuring that all TBRA beneficiaries are eligible for assistance under the HOME Investment Partnerships Program (HOME Program).
  - c. Providing HCD with eligibility documentation as needed for HOME regulatory compliance.
2. To submit invoices for eligible TBRA expenses to HCD in a timely and accurate manner.
3. To prepare and submit to HCD, an annual summary report and quarterly progress reports that detail the activities of the program, including services provided and the number of persons assisted with program services. See Attachment C.
4. HACC agrees to provide all requested program information and participate in program monitoring during the term of the Agreement.

B. Under this agreement, the responsibilities of HCD will be as follows:

1. HCD agrees to provide and administer available FY 2015 HOME Program funds granted by the U.S. Department of Housing and Urban Development (HUD) to assist with the Reboot TBRA Program.
2. HCD will monitor the performance of the Reboot TBRA Program and HACC against the goals and performance standards of the HOME Program. Substandard performance as determined by the HCD will constitute non-compliance with this Agreement. HCD

will suspend funding of the Reboot TBRA Program if action to correct such substandard performance is not taken by HACC within ten (10) days after being notified by the HCD. See Attachment B.

3. HCD agrees to conduct necessary environmental reviews as described in 24 CFR Part 58.35(b).

### III. Compensation

- A. HCD agrees to reimburse HACC an amount not to exceed **\$100,000** of FY 2015-2016 HOME Program funds for the housing services outlined in Section II A of this agreement. The obligations of HCD are expressly subject to HCD receiving funds from HUD, and in no event shall HCD's financial contribution exceed the amount finally granted, released and approved by HUD.
- B. HACC agrees to match the HOME Program funding with at least 25% of the program budget from non-federal funds and report those matching funds annually to HCD.
- C. In the event the amount of HOME Program funds allowed by HUD for the Reboot TBRA Program is less than the amount budgeted, HCD will reduced the funding available, and will require HACC to make the necessary operational adjustments.
- D. Payments shall be made on requests for payment submitted to HCD on a quarterly basis. Payment requests must detail the allowable HOME TBRA costs incurred during that quarter. All requests for payment are subject to the approval of HCD and shall be submitted to:

Kevin Ko, HCD Manager  
Clackamas County Community Development Division  
2051 Kaen Road  
Oregon City, OR 97045

### IV. Liaison Responsibility

- A. Toni Karter will act as liaison from HACC. Kevin Ko will act as liaison from HCD.

### V. Special Requirements

- A. **Assignment and Subcontracting.** HACC shall undertake the work outlined in Attachment A and shall not assign any portion of such work outside without written approval from HCD.
- B. **Conflict of Interest.**
  1. Interest of Officers, Employees, or Agents. No officer, employee, or agent of HCD or HACC who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for

themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and HACC shall take appropriate steps to assure compliance.

2. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
- C. **Program Benefit.** HACC will implement the program to give maximum feasible benefit to low and moderate income families and individuals. Income guidelines applicable to this Agreement are included in Attachment A.
- D. **Non Discrimination.** HACC shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- E. **Public Information.** HCD and HACC shall cooperate in public information efforts, such as contracts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement HACC shall include information identifying the source of funds as the Clackamas County HOME Program.
- F. **Evaluation.** HACC agrees to participate with HCD in any evaluation project or performance report, as designed by the HCD or the appropriate Federal department, and to make available all information required by any such evaluations process.
- G. **Audits and Inspections.** HACC will insure that HCD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. HACC shall not be required to provide any information which in any way would deny the rights of confidentiality to any low or moderate income family or individual seeking or receiving assistance from the program.
- H. **Record and Fiscal Control System.** HACC agrees to comply with the policies, guidelines and requirements of 24 CFR Part 85 with respect to funds pursuant to this Agreement. All financial and programmatic records, supporting documents, statistical records, and other records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of ten (10) years after receipt of final payment under this Agreement; 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.
- I. **Citizen Participation.** HACC shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.

- J. **Equal Opportunity.** HACC shall maintain and provide to HCD racial, ethnic, gender, age, head of household, and income data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement.

**VI. Amendment**

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

**VII. Term of Agreement**

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period **beginning July 1, 2015 and ending June 30, 2016.**
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
1. Written notice provided to HCD from HACC before any materials or services for improvements are procured, or;
  2. Written notice provided by HCD in accordance with 24 CFR 85.43, included as Attachment B, resulting from material failure by HACC to comply with any term of this Agreement, or;
  3. Mutual agreement by HCD and HACC in accordance with 24 CFR 85.44 included as Attachment B. Upon termination of this Agreement, any unexpended balances of HOME Program funds shall remain with HCD.

**CLACKAMAS COUNTY HOUSING AND COMMUNITY  
DEVELOPMENT DIVISION**

**And**

**HOUSING AUTHORITY OF CLACKAMAS COUNTY**

\_\_\_\_\_  
Chuck Robbins, Director of HCD and HACC

\_\_\_\_\_  
Date

---

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board.

\_\_\_\_\_  
Richard Swift, Interim Director  
Department of Health, Housing and Human Services

\_\_\_\_\_  
Date



## ATTACHMENT A

To achieve the objectives outlined in Section II of this Agreement, the 2015 HACC Reboot TBRA shall conduct the following activities:

1. Provide rental assistance to eligible low-income households in conjunction with the Clackamas Community College Reboot Program.
2. Conduct outreach to eligible households residing in Clackamas County and enrolled in the CCC Reboot Program.
3. Maintain accurate records of tenant assistance provided, including date, location, amount, duration, household information and federal demographic information.
4. Prepare and submit to CD, an annual summary report and quarterly progress reports that detail the activities of the Reboot TBRA Program. Please provide sample reports in Attachment C.
5. Area Median Income (AMI) limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2015 INCOME GUIDELINES			
Family Size	Extremely Low	Very Low Income	Low Income
	30%	50%	80%
1	15,450	25,750	41,200
2	17,650	29,400	47,050
3	19,850	33,100	52,950
4	22,050	36,750	58,800
5	23,850	39,700	63,550
6	25,600	42,650	68,250
7	27,350	45,600	72,950

### Program Budget

Description	HOME \$\$	HACC \$\$	Other \$\$	Total \$\$
Total Program Budget				

## ATTACHMENT B

### Excerpt from 24 CFR Part 85

#### §85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

#### §85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

**ATTACHMENT C**  
(Intake/reporting forms)



COPY

Richard Swift  
Interim Director

July 9, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with  
Passport to Languages for interpretation services at the Clackamas County Health Centers

<b>Purpose/Outcomes</b>	Passport to languages provides phone and on-site interpretation services to the Clackamas County Health Centers.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum is \$185,000.
<b>Funding Source</b>	Fee for service. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The Board last review was March 5, 2015 agenda item 030515-A-3
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	7261

**Background:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services requests the approval of a Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers.

Due to the staff lay-offs in the Health Centers Division there are no longer on-site interpreters available. CCHCD utilizes this interpreter services to adequately meet the needs of its diverse client base. The maximum value of this contract to \$185,000. The Agreement is effective July 1, 2015 and terminates June 30, 2016.

**Recommendation**

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

Respectfully submitted

Richard Swift, Interim Director

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

## Contract #7261

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, hereinafter called "COUNTY", and PASSPORT TO LANGUAGES, 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, 2015. This agreement shall terminate June 30, 2016.

### 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).
3. 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).
  - 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).
4. Written translations are \$45.00 per hour with a 1 hour minimum.
5. 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).

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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6. Video Interpreting – (IN TOUCH) (Polycom PVX also available)  
Spanish 24/7 – with gender preference - \$30/ per half 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 **\$ 185,000.00**.

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.

- 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 # 7261, 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](mailto:HealthCenterAP@clackamas.us)

When submitting electronically, designate CONTRACTOR name and contract # 7261 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 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;

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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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.
- 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.

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

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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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 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.
- 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:

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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- 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.
  - 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.

This contract consists of four (4) sections plus the following exhibits which by this reference is incorporated herein.

Exhibit 1	Scope of Work and Performance Standards
Exhibit 2	Languages
Exhibit 3	Authorized Users

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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

**PASSPORT TO LANGUAGES**

By:   
Erik Lawson, Director, Business Development

Date \_\_\_\_\_  
6443 SW Beaverton Hillsdale Hwy, Suite 420  
Street Address  
Portland, Oregon 97221  
City/State/Zip  
(800)297-2707 / (503)297-1703  
Phone Number / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Richard Swift, Interim Director  
Health, Housing, and Human Services Department  
Date \_\_\_\_\_

**EXHIBIT 1**  
**Scope of Work and Performance Standards**

SCOPE OF WORK

CONTRACTOR agrees to interpretation services as follows:

1. Contractor agrees to provide the Client with an access telephone number of 503-297-2707. 1-800-297-2707 outside of Portland. This number will be used Monday thru Friday 7:30am - 5:30pm. PST. After hours (5:31 pm - 7:30 am PST) and on week-ends and legal holidays, please use the interpreter services after hours phone number 1-800-297-2707, follow the directions, tell them the language you need and you will be patched directly to an interpreter.

2. Procedures to obtain telephone interpretation services:

Upon receiving a call from COUNTY for interpretation services, CONTRACTOR will:

- a. Note the date and time, the address, the client's name, the client's phone number, the COUNTY contact staff, ask if they need a 3 way call or direct connection, and the degree of urgency of response required.
- b. Verify person requesting service is on the authorized user list as provided in Exhibit 4.
- c. Communicate the information to an appropriate interpreter.
- d. Interpreters shall use land line phones to maintain the integrity of the connection.
- e. When COUNTY calls CONTRACTOR and requests only a telephone interpretation, follow the usual procedure for obtaining an interpreter for a prescheduled appointment and note that only a telephone interpreter is needed.
- f. When COUNTY calls CONTRACTOR with an immediate telephone interpretation request, have a scheduler contact an appropriate interpreter who will call COUNTY as soon as possible.

4. Procedures to obtain document interpretation services (written translation):

- a. COUNTY will submit documents to be translated to CONTRACTOR by email or ftp or by fax or mail if no electronic copy is available, along with all specifications regarding language(s) required, delivery format and desired delivery date.
- b. CONTRACTOR will review the documents to be translated and provide a written estimate to COUNTY within 24 hours or one working day. This estimate will include cost, turnaround time, and delivery specifications.
- c. Upon confirmation of the estimate by COUNTY, receipt of all necessary files and resolution of all initial questions, CONTRACTOR will assign the translation to appropriate translators, editors, formatters and proofreaders, and deliver the completed translations in the requested format within the agreed timeline.

PERFORMANCE STANDARDS

1. CONTRACTOR's responsibility shall be limited to establishing contact with the appropriate interpreter and exchange information concerning COUNTY, the COUNTY contact staff, the degree of urgency, and an established time of arrival.
2. Services under this contract may not be assigned by CONTRACTOR without prior consent of COUNTY.

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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3. COUNTY will monitor the effectiveness of the interpreter service in meeting the needs of COUNTY to the extent it seems appropriate and recommend changes, if any, to CONTRACTOR.
4. COUNTY will arrange for training of appropriate COUNTY contact staff in use of CONTRACTOR's services and the service of interpreters in COUNTY. CONTRACTOR agrees to meet with COUNTY's staff to explain services.
5. COUNTY will schedule requests for interpretation services with as much lead time as possible in non-emergency situations.
6. COUNTY will notify CONTRACTOR of any problems or complaints arising from the use of CONTRACTOR's services and will assist with investigating and resolving complaints.

EXHIBIT 2  
 Available Languages & Dialects by Language

Acholi – <i>Sudan</i>	Micronesia	Indonesia) – <i>Indonesia</i>	Mandinka (Mandingo) – <i>Senegal</i>	Sinhalese – <i>Sri Lanka</i>
Afrikaans – <i>South Africa, Namibia</i>	Croatian – <i>Croatia</i>	Iraqi Arabic – <i>Iraq</i>	Marathi – <i>India</i>	Slovak – <i>Slovakia</i>
Akan – <i>Ghana, Ivory Coast</i>	Czech – <i>Czech Republic</i>	Italian – <i>Italy</i>	Marshallese – <i>Marshall Islands</i>	Somali – <i>Somalia</i>
Akateko – <i>Guatemala</i>	Danish – <i>Denmark</i>	Japanese – <i>Japan</i>	Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>	Soninke (Serahule) – <i>Mali</i>
Albanian – <i>Albania</i>	Dari (Afgan Farsi) – <i>Afghanistan</i>	Jarai – <i>Vietnam</i>	Mien – <i>China, Laos, Thailand</i>	Sorani (Central Kurdish) – <i>Iraq</i>
Algerian Arabic – <i>Algeria</i>	Dene – <i>Canada</i>	Javanese – <i>Indonesia</i>	Mina (Gen) – <i>Togo, Benin</i>	Spanish – <i>Spain, Latin America, et al.</i>
Amharic – <i>Ethiopia</i>	Dewoin – <i>Liberia</i>	Jordanian Arabic – <i>Jordan</i>	Minangkabau – <i>Indonesia</i>	Sudanese Arabic – <i>Sudan</i>
Arabic – <i>Widely Distributed</i>	Dinka – <i>Sudan</i>	Juba Arabic – <i>Sudan</i>	Mixteco Alto – <i>Mexico</i>	Susu – <i>Guinea</i>
Armenian – <i>Armenia</i>	Duala – <i>Cameroon</i>	Kanjobal (Q'anjob'al) – <i>Guatemala</i>	Mixteco Bajo – <i>Mexico</i>	Swahili – <i>Kenya, Somalia, Tanzania, Sweden</i>
Ashanti (Asante Twi) – <i>Ghana</i>	Dutch – <i>Netherlands</i>	Kannada – <i>India</i>	Mnong – <i>Vietnam</i>	Syrian Arabic – <i>Syria</i>
Assyrian – <i>Iraq</i>	Egyptian Arabic – <i>Egypt</i>	Kapampangan – <i>Philippines</i>	Mongolian – <i>Mongolia</i>	Tagalog (Filipino) – <i>Philippines</i>
Azerbaijani – <i>Azerbaijan</i>	Estonian – <i>Estonia</i>	Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>	Moroccan Arabic – <i>Morocco</i>	Tai Dam – <i>Vietnam</i>
Azorean Portuguese – <i>Azores Islands</i>	Filipino (Tagalog) – <i>Philippines</i>	Kayah – <i>Myanmar (former Burma)</i>	Nahuatl – <i>Mexico</i>	Taiwanese – <i>Taiwan</i>
Bahar – <i>Vietnam</i>	Finnish – <i>Finland</i>	Flemish – <i>Belgium</i>	Navajo – <i>U.S.A. (Southwest)</i>	Tamil – <i>India</i>
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>	French – <i>Africa, Canada, France, Tunisia, et al.</i>	French Creole – <i>Caribbean</i>	Nepalese – <i>Nepal, India</i>	Telugu – <i>India</i>
Bambara – <i>Mali</i>	French Creole – <i>Caribbean</i>	Kinyarwanda – <i>Rwanda</i>	Nuer – <i>Sudan</i>	Teochew (Chaozhou) – <i>China</i>
Belarusian – <i>Belarus</i>	Fukienese – <i>China</i>	Kirundi – <i>Burundi</i>	Oromo – <i>Ethiopia</i>	Thai – <i>Thailand</i>
Bengali – <i>Bangladesh, India</i>	Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>	Koho – <i>Vietnam</i>	Palestinian Arabic – <i>Israel, Jordan</i>	Tibetan – <i>China</i>
Bosnian – <i>Bosnia &amp; Herzegovina</i>	Fuzhou – <i>China</i>	Korean – <i>Korea</i>	Pangasinan – <i>Philippines</i>	Tigrigna (Tigrinya) – <i>Ethiopia, Eritrea</i>
Brazilian Portuguese – <i>Brazil</i>	Ga – <i>Ghana</i>	Kpele – <i>Guinea, Liberia</i>	Papiamento – <i>Netherlands Antilles</i>	Toishanese – <i>China</i>
Bulgarian – <i>Bulgaria</i>	Gen (Mina) – <i>Togo, Benin</i>	Kurmanji (Northern Kurdish) – <i>Turkey</i>	Pashto (Pushto) – <i>Pakistan, Afghanistan</i>	Tongan – <i>Tonga</i>
Burmese – <i>Myanmar (former Burma)</i>	German – <i>Germany</i>	Kuawaiti Arabic – <i>Kuwait</i>	Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>	Trukese (Chuukese) – <i>Micronesia</i>
Cambodian (Khmer) – <i>Cambodia</i>	Gokana (Khana) – <i>Nigeria</i>	Lao – <i>Laos</i>	Polish – <i>Poland</i>	Tunisian Arabic – <i>Tunisia</i>
Cantonese – <i>China</i>	Greek – <i>Greece</i>	Latvian – <i>Latvia</i>	Portuguese – <i>Portugal, Brazil, et al.</i>	Turkish – <i>Turkey</i>
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>	Gujarati – <i>India</i>	Lebanese Arabic – <i>Lebanon</i>	Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>	Twi – <i>Ghana</i>
Catalan – <i>Andorra, Spain</i>	Haitian Creole – <i>Haiti</i>	Lingala – <i>Congo, Republic of the</i>	Russian – <i>Russia</i>	Tzotzil – <i>Mexico</i>
Cebuano – <i>Philippines</i>	Haka Burmese – <i>Myanmar (former Burma)</i>	Lithuanian – <i>Lithuania</i>	Samoa – <i>Samoa</i>	Ukrainian – <i>Ukraine</i>
Chaldean – <i>Iraq</i>	Hakka – <i>China</i>	Luganda – <i>Uganda</i>	San Miguel – <i>Mexico</i>	Urdu – <i>Pakistan, India</i>
Chamorro – <i>Guam</i>	Hausa – <i>Niger, Nigeria</i>	Luo – <i>Kenya</i>	Santa Eulalia – <i>Guatemala</i>	Vietnamese – <i>Vietnam</i>
Chaozhou (Teochew) – <i>China</i>	Hebrew – <i>Israel</i>	Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>	Saralki – <i>Pakistan, India</i>	Wolof – <i>Senegal</i>
Chin – <i>Myanmar (former Burma)</i>	Hindi – <i>India</i>	Macedonian – <i>Macedonia</i>	Serbian – <i>Serbia, Montenegro</i>	Xhosa – <i>South Africa</i>
Chinese (var. languages/dialects) – <i>China</i>	Hmong – <i>China, Vietnam, Laos</i>	Malay – <i>Malaysia</i>	Serbo-Croatian – <i>Balkans</i>	Yemeni Arabic – <i>Yemen</i>
Chuukese (Trukese) –	Hungarian – <i>Hungary</i>	Malayalam – <i>India</i>	Shanghai – <i>China</i>	
	Ibo (Igbo) – <i>Nigeria</i>	Malinke – <i>Senegal</i>	Sichuan (Szechuan) – <i>China</i>	
	Ilocano – <i>Philippines</i>	Mam – <i>Guatemala</i>		
	Indonesian (Bahasa	Mandarin – <i>China</i>		

**Passport to Languages**

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT #7261

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**EXHIBIT 3**

**AUTHORIZED USERS**

Behavioral Health Division

Administration & Finance

Safety Net Services

Centerstone Crisis Clinic, 11211 SE 82<sup>nd</sup> Ave, Clackamas, OR 97015

Systems Coordination Services

Public Health Division

Health Centers Division:

Beavercreek Clinic, 1425 Beavercreek Rd., Oregon City, OR 97045

Gladstone Clinic, 18911 Portland Avenue, Gladstone, OR 97027

Sunnyside Health & Wellness Center, 9775 SE Sunnyside Rd., Clackamas, OR 97015

Sunnyside Health & Wellness Center, Dental Clinic, 9775 SE Sunnyside Rd., Clackamas, OR 97015

Sandy School Based Health Center, 37400 SE Bell Street, Sandy, OR 97055

Sandy Health & Wellness Center, 37400 SE Bell Street, Sandy, OR 97055



COPY<sup>19</sup>

M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to Intergovernmental Agreement  
No. 28737 with Oregon Department of Transportation  
for the S. Wilhoit Road at Rock Creek, MP 2.23**

<b>Purpose/Outcomes</b>	This amendment changes the project budget from \$650,000 to \$732,754, which allows the County to additional Federal Highway Administration Emergency Program Funds.
<b>Dollar Amount and Fiscal Impact</b>	Total Project Estimate: \$732,754. Increases the Total project budget: \$82,754
<b>Funding Source</b>	Emergency Relief Program Grant: \$657,500 County Road Fund: \$75,254
<b>Safety Impact</b>	Flooding during a storm event in late March of 2012 damaged the existing southbound travel lane of S. Wilhoit Road. The County closed the southbound lane. This project re-opened the southbound travel lane.
<b>Previous Board Action</b>	09/06/12: BCC Approval of IGA 28737 for Emergency Relief Program Funding for the subject project
<b>Contact Person</b>	Vince Hall, DTD Project Manager @ 503-742-4650

**BACKGROUND:**

The Board of County Commissioners approved funding for the S. Wilhoit Road at Rock Creek, MP 2.23 Project, which provided for the repair and re-construction of southbound travel lane of S. Wilhoit Road that was damaged during a flooding event in March of 2012.

During the design of this project the environmental permitting process for federally funded transportation projects in the state of Oregon changed and different requirements were applied than originally anticipated. The new requirements included incorporating a bio-engineered stream restoration solution as a foundation for a roadway, and due to our limited experience with this solution the original project estimate was lower than anticipated by the project design team. This amendment is necessary to increase the project budget to allow the County to receive additional reimbursement for delivering the project with a more complex scope than originally estimated by the Federal Highway Administration and Clackamas County's Department of Transportation and Development. This amendment modifies the project estimate from \$650,000 to \$732,754. The County's Road Fund match for the program funding is increased by approximately \$8,499.

Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 29025. The master agreement allows DTD to administer federal-aid projects off the National Highway System.



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The IGA amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached amendment to Intergovernmental Agreement 28737 for the S. Wilhoit Road at Rock Creek, MP 2.23 Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Vince Hall, Senior Civil Engineer at (503) 742-4650

**AMENDMENT NUMBER 01**

Oregon Department of Transportation  
EMERGENCY RELIEF PROGRAM  
Clackamas County ER Projects (2012)  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 28737  
S. Wilhoit Road at Rock Creek MP 2.23

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "County," entered into an Agreement on September 20, 2012.

It has now been determined by State and County that the Agreement referenced above shall be amended to increase additional Federal ERP funds. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

**Terms of Agreement, Paragraph 2, Page 1, which reads:**

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$650,000, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$650,000, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, with County providing the match and any non-participating costs. No State funds will be used in this Project.

**Shall be deleted in its entirety and replaced with the following:**

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$732,754, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$732,754, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, with County providing the match and any non-participating costs. No State funds will be used in this Project.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken

County/State  
Agreement No. 28737

together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #18159) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Key No. 18159

County/State  
Agreement No. 28737

**CLACKAMAS COUNTY**, by and  
through its elected officials

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
County Legal Counsel

Date 6/29/15

**County Contact:**

Vince Hall, Civil Engineer  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4650  
vincehal@co.clackamas.or.us

**State Contact:**

Mahasti Hastings, Local Agency Liaison  
ODOT – Region 1  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8595  
mahasti.v.hastings@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Active Transportation Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Project Services Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

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



**COPY** 20

**M. BARBARA CARTMILL**  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

July 9, 2015

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Amendment 1 to the Intergovernmental Agreement with Metro for the Clackamas Regional Center (CRC) Way-finding System Project**

<b>Purpose/Outcomes</b>	This amendment extends the timeframe of the awarded grant to December 31, 2015. The original agreement allows for partnering with Metro to develop and implement a comprehensive way-finding system for the CRC area. This includes completing a final way-finding system plan and construction and installation of these signs within the CRC area.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement amount is \$150,000.00. This includes Federal Transit Administration funds of \$134,595.00 and the County's match through the County Road fund of \$15,405.00.
<b>Funding Source</b>	Federal Transit Administration: \$134,595.00 County Road Fund: \$15,405.00
<b>Safety Impact</b>	Providing appropriate signage will enhance safety as pedestrian and cyclists will easily locate the various destinations in the area. Completing the sign plan and installing the signs will improve safety for all modes of travel.
<b>Duration</b>	Effective July 1, 2013 and expires December 31, 2015.
<b>Previous Board Action</b>	02/12/13: BCC approved moving forward with the grant application and submitted a letter of support 12/19/13: BCC approved grant agreement 931973 for the CRC Way-finding System Project
<b>Contact Person</b>	Lori Mastrantonio-Meuser, Senior Planner – DTD Engineering 503-742-4511.

**BACKGROUND:**

The Clackamas Regional Center is a hub for commercial activity and home to the largest employer in the County, Kaiser Permanente. An increasing number of pedestrians and cyclists use facilities in this area to access home, work, and businesses. The Clackamas Regional Center Pedestrian/Bicycle Plan, adopted in September 2012, identifies the need to implement the sign plan to support way-finding for pedestrians and bicyclists. This action was unanimously supported by the Project Advisory Committee that included the general manager of the Town Center, the communication and external affairs manager at Kaiser Permanente, the Dean of College Advancement at Clackamas Community College (Harmony Campus) and others.

Clackamas County submitted the application for the 2013-2015 Regional Transportation Options (RTO) grant program to develop and construct pedestrian and bicycle way-finding signs in the Clackamas Regional Center area in the winter of 2013 and was awarded the grant in the summer of 2013. Access to this funding presents a significant opportunity for the County to complete this high priority project in the pedestrian and bicycle plan for this major economic center.

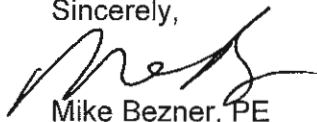
This amendment will extend the end date of the grant to December 31, 2015 which allows for necessary design and location implementations and installation. There is no change to the grant award amount.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of Amendment 1 to the Intergovernmental Agreement with Metro to complete a final way-finding system plan and the construction and installation of these signs within the CRC area.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bezner". The signature is stylized and cursive.

Mike Bezner, PE  
Transportation Engineering Manager



Metro

600 NE Grand Avenue  
Portland, OR 97232-2736  
503- 797-1700

# Grant Amendment

**AMENDMENT 1  
GRANT 931973**

This Amendment hereby amends the above titled Grant between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and **Clackamas County**, hereinafter referred to as "Grantee."

This amendment is a change order to the original Grant as follows:

The Grant expiration date is extended from June 30, 2015 to and including December 31, 2015 for additional time to complete all of the grant tasks. Grantee shall ensure that the current Certificate of Insurance on file with Metro covers this time extension

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

**Clackamas County**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**METRO**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

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

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a FY 15/16 Work and Financial Plan with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management

Purpose/Outcome	FY 15/16 Work and Financial Plan for predator control.
Dollar Amount and fiscal Impact	The maximum contract value of \$64,578.00 for the County portion of these activities is included in the Clackamas County fiscal year 2015-2016 budget.
Funding Source	General Fund in conjunction with state, federal and private partners
Safety Impact	Livestock, agriculture, forestry, wildlife and public health protection
Duration	July 1, 2015 through June 30, 2016
Previous Board Action/Review	May 2, 2013 the five year Cooperative Service Agreement with the USDA APHIS WS for Predator Management was approved and signed
Contact Person	Marc Gonzales 503-742-5405
Contract No.	Agreement 13-73-41-5111 AP.RA.RX41.73.0550

**BACKGROUND:**

Clackamas County's intergovernmental agreement with the federal agencies listed above for County Trapper Services was adopted and signed May 2, 2013. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources.

Each year a separate Work Plan and Proposed Budget, representing the next fiscal year portion of this predator control program, is presented to the Board of County Commissioners for approval. The FY 15/16 Work and Financial Plan under consideration was initiated by the federal agency in cooperation with its partners. An opportunity was provided for the Wildlife Services, in cooperation with the County, to adjust service delivery to accommodate County budgetary constraints.

This document has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached FY 15/16 Work and Financial Plan for County predator control and wildlife damage management in order to meet the federal deadline. This contract is consistent with the County's anticipated budget for the FY 2015-2016. Thank you.

Sincerely,

Marc Gonzales  
Finance Director



**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

---

<b>COOPERATOR:</b>	<b>CLACKAMAS COUNTY</b>
<b>VENDOR IDENTIFICATION NO.:</b>	<b>6013663</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>15-73-41-5111</b>
<b>ACCOUNT NO.:</b>	<b>AP.RA.RX41.73.0550</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2015 – June 30, 2016</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$64,578.00</b>

---

Pursuant to Cooperative Service Agreement No. 13-73-41-5111 (signature year) between Clackamas County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Clackamas County for the period of July 1, 2015 through June 30, 2016.

**OBJECTIVES/GOALS**

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing wildlife conflicts caused by predatory animals.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe control tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

**PLAN OF ACTION**

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a Wildlife Specialist to respond to damage situations in Clackamas County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Brian Thomas, District Supervisor, Salem, Oregon district office (503) 399-5814 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
3. APHIS-WS will bill the County quarterly for actual costs associated with this work and financial plan not to exceed \$64,578.
4. APHIS-WS will provide final billing for the agreement 7/1/15-6/30/16 to the County no later than July 15, 2016.

**PROCUREMENT**

APHIS-WS will provide vehicles, and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS**

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

**COST ESTIMATE FOR SERVICES**

Salary/Benefits	\$ 38,639.07
GSA Vehicle	8,195.85
Hires and reimbursements	2,393.91
Supplies and Materials	1,560.00
Subtotal	50,788.83
Pooled Job Costs	5,586.77
Overhead	8,202.40
Total	\$64,578.00

**Note:** Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total of \$64,578.

**AUTHORIZATION:**

Clackamas County  
2051 Kaen Rd.  
Oregon City, OR 97045

\_\_\_\_\_  
Clackamas County, Representative

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

**ATTACHMENT 1**

**NOTE: NOT FOR FMMI USE. This Attachment provides information on the cooperative budget for services within the County. The tables below include the cooperative funding for the County and estimated expenses for those cooperative funds.**

**PROPOSED BUDGET PLAN FOR SERVICES**

Salary/Benefits	\$ 71,070.58
GSA Vehicle	10,927.80
Hires and reimbursements	3,191.88
Supplies and materials	2,080.00
APHIS Overhead	1,015.78
Total	\$ 88,286.04

**Note:** Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement.

**PROPOSED COOPERATIVE FUNDING SOURCES**

USDA	\$ 9,615.39
ODA Funds	6,290.10
ODFW Funds - General	6,290.10
ODFW Funds – Furbearer	1,512.45
Clackamas County Funds	64,578.00
Total	\$ 88,286.04



OFFICE OF THE COUNTY ADMINISTRATOR  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with SERA Architects Inc. for the Clackamas County  
Red Soils Master Plan Update and Strategic Planning Project

<b>Purpose/Outcome</b>	The purpose of this action is to approve a contract with SERA Architects to update the Red Soils Master Plan (RSMP) and create a Court Functions Strategic Plan that would be used to request State match funding in 2017.
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is \$298,000 for FY 2015-16. The total contract cost is estimated \$505,000 and is divided between fiscal years as follows: FY 2014-15 \$ 133,500 FY 2015-16 298,000 FY 2016-17 73,500* Total \$ 505,000  *an estimated \$ 73,500 will be submitted as a Policy Level Proposal for the budget committee in FY 2016-17 to complete the scope of work.
<b>Funding Source</b>	General Fund
<b>Safety Impact</b>	The existing County Courthouse has structural deficiencies and is currently a safety risk as it is undersized for the population it serves. Additionally, the interior of the current Courthouse is crowded, with potentially dangerous individuals in close proximity (hallways, courtrooms) with the public, staff and Judges.
<b>Duration</b>	The duration for the planning phase of the project extends through 2017; the proposed contract is through December 30, 2017.
<b>Previous Board Action/Review</b>	As part of the budget process, the Budget Committee and Board of County Commissioners approved \$298,000 of general fund for the initial tasks of the project. The Board previously discussed the project on 12-10-14 & 4-7-15.
<b>Contact Person</b>	Nancy Newton, Deputy County Administrator

**BACKGROUND:**

The RSMP was adopted in 1998 for the purpose of guiding policy decisions regarding the consolidation of County functions/facilities over a 20 year planning horizon. The RSMP is an evolving document; since its adoption it has been updated over time and revised to reflect changes authorized by the Clackamas County Commissioners. Accordingly, the RSMP needs to be reviewed to reexamine of the needs of the County on the site to reflect the changes that have occurred over the past eight to ten years

The State of Oregon Judicial Department and Department of Administrative Services has created a legislative bond program through which Clackamas County may apply to receive State matching funds for the construction of a courthouse if a portion of the building is dedicated to housing another State program. Given the unprecedented nature and potentially limited duration of this program, staff requested that the Clackamas County Board of Commissioners authorize further research to determine the scope, cost and timeline required for Clackamas County to submit a proposal to receive funding from this courthouse construction program.

On December 10, 2014, the Board authorized staff to research and present a policy proposal regarding the construction of a courthouse on the Red Soils campus as contemplated in the Red Soils Master Facilities Plan.

On April 7, 2015, the Board held a policy session regarding updating the Red Soils Master Plan and conducting Court Functions Strategic Planning. During that policy session, the Board authorized continued work to obtain courthouse construction match funds from the 2017 legislative session accordingly:

1. Approve \$133,500 to begin the formal request process in the current fiscal year and,
2. Create policy level proposals in the estimated amount of \$371,500 for Budget Committee consideration in the appropriate fiscal years through 2017 to complete the legislative request.

The scope of work contains multiple tasks. Each task is intended to inform the County and provide a decision point for the County before moving on to a subsequent task. While some tasks will run parallel the as the project progresses, each task requires the written approval of the County prior to commencement.

On June 3, 2015 the Budget Committee and Board of County Commissioners approved a Policy Level Proposal allocating \$298,000 of General Fund in the FY 2015-16 budget for the initial Tasks of the project to update the Red Soils Master Plan and conduct strategic planning for Court functions on the campus.

The Contractor was selected for this contract in compliance with LCRB Rule C-046-0500 (4) (f) (C) which allows the County to negotiate with a single contractor when the contractor has performed services related to the services required and has access to the factual, technical information required to perform the services. SERA has been assisting the County in the Red Soils Master planning effort since its inception and through its multiple revision as the plan has evolved. SERA is the only known contractor has the extensive background, experience, factual knowledge and statistical information necessary to perform these unique services. A cost effective contract was negotiated resulting in the phased scope of work and the related cost.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully requests approval of a contract with Sera Architects not to exceed \$505,000 for the Clackamas County Red Soils Master Plan Update and Strategic Planning Project. The total contract cost is estimated \$505,000 and is divided between fiscal years as follows:

FY 2014-15	\$ 133,500
FY 2015-16	298,000
FY 2016-17	<u>73,500*</u>
Total	<u>\$ 505,000</u>

\*an estimated \$ 73,500 will be submitted as a Policy Level Proposal for the budget committee in FY 2016-17 to complete the scope of work.

Respectfully submitted,

*Laurel S Butman*  
*on behalf of Nancy Newton*

Nancy Newton  
Deputy County Administrator

Placed on the Agenda \_\_\_\_\_ by Purchasing Department

Approval of Previous Business Meeting Minutes:

June 11, 2015

(minutes attached)

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

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

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

**Thursday, June 11, 2015 – 10:00 AM**

**Public Services Building**

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

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. PRESENTATION**

1. Informational Presentation of Camp HOPE Oregon 2015, A Pilot Program of A Safe Place Family Justice Center

Sheriff Craig Roberts stated the vision behind Camp Hope is to help children by breaking the generational cycle of family violence. They will be offered healing and hope while having the fun, playful experiences that they deserve. Developed through the National Family Justice Center Alliance in 2003, Camp HOPE is based on proven research that indicates how important hope is for child survivors of violence. It is a natural extension of the Family Justice Center model. He introduced Angela Brandenburg, Director of a Safe Place and Melissa Erlbaum, Executive Director of Clackamas Women's Service. They presented the staff report including a PowerPoint presentation.

*~Board Discussion~*

## **II. CITIZEN COMMUNICATION**

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

1. Janelle Lawrence, Executive Director, Oregon Impact - spoke about a new campaign to raise awareness about distracted and impaired driving. This Campaign is the result of recent deaths of 5 Clackamas County teens due to automobile accidents.
2. Maryanna Moore, Gladstone – asked if the Board could allow citizen to project items they bring to meetings.
3. Les Poole, Gladstone – Sunrise Corridor, Metro, McLoughlin area, Park Ave.
4. Brian Johnson, Gladstone – Fair Housing issues.
5. Mack Woods, Canby – Oregonian article about ethics.

*~Board Discussion~*

\*Chair Ludlow is excused to attend another meeting – Commissioner Bernard, Vice Chair will serve as Chair for the remainder of the meeting.

## **III. PUBLIC HEARING**

1. Resolution No. **2015-49** for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2014-2015

Diane Padilla, Budget Manager presented the staff report.

*~Board Discussion~*

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

**MOTION:**

Commissioner Smith: I move we approve the resolution for a Clackamas County Supplemental Budget greater than 10% for fiscal year 2014 - 2015.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Vice Chair Bernard: Aye – the motion passes 4-0.

**IV. BOARD DISCUSSION ITEM**

**Department of Transportation & Development**

1. Board Order No. **2015-50** Approving the Solid Waste Management Fee Adjustment  
Rick Winterhalter, Office of Sustainability presented the staff report.

*~Board Discussion~*

Vice Chair Bernard asked for a motion.

**MOTION:**

Commissioner Savas I move we approve the board order approving the solid waste management fee adjustment.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: No.

Vice Chair Bernard: Aye – the motion passes 3-1.

**V. CONSENT**

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

**MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Vice Chair Bernard: Aye – the motion passes 4-0.

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

1. Approval of an Intergovernmental Agreement #44-1664 with Multnomah County Department of Human Services, Aging & Disability Services Division – *Social Services*
2. Approval of Amendment No. 3 to a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program for the HOPE Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
3. Approval of Amendment No. 3 to a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program, for the Jackson Place Program to Provide Transitional Housing and Services for the Homeless – *Social Services*



4. Approval of Amendment No. 1 to a Grant Agreement from the US Department of Housing and Urban Development, Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
5. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for Operations for the Mt Hood Express Bus Service – *Social Services*
6. Approval of Federal Lands Access Program Match Amendment with the Federal Highway Administration for Mt Hood Express Bus Service in the Mt Hood Communities – *Social Services*
7. Approval for the Public Health Division to Apply for the Healthy Eating, Active Living, Communities Grant with Kaiser Permanente – *Public Health*
8. Approval to Apply for US Department of Housing and Urban Development Continuum of Care Grant Funding – *Housing & Community Development*
9. Approval of a Renewal Grant Agreement with the US Department of Housing and Urban Development, Continuum of Care Program, for the Homeless Management Information System – *Housing & Community Development*
10. Approval to Amendment No.6 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Services – *Children, Youth & Families*
11. Approval for Renewal of a Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*

**B. Department of Transportation & Development**

1. Resolution No. **2015-51** Supporting the Department of Transportation & Development Application for the Metro Community Planning & Development Grant Program
2. Approval of a Contract with Eagle-Elsner for the Prosperity Park Road, Somerset Drive Paving Package

**C. Finance Department**

1. Resolution No. **2015-52** for a Clackamas County Budget (Less than 10%) for Fiscal Year 2014-2015
2. Resolution No. **2015-53** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2014-2015
3. Resolution No. **2015-54** for Clackamas County Transfer of Appropriations for Fiscal Year 2014-2015
4. Resolution No. **2015-55** Affirming that the Clackamas County 2014-2015 Fiscal Year Budget is Appropriated by Organization Unit
5. Approval of a Contract with K&C Plumbing, Inc. for the Silver Oak Building Tenant Improvement Project – Plumbing System Rebid
6. Approval of a Contract with Town & Country Fence Co. of Oregon for the Silver Oak Building Tenant Improvement Project – Security Fence and Gates

7. Approval of a Contract with Robert Lloyd Sheet Metal, Inc. for the Silver Oak Building Tenant Improvement Project – HVAC System Rebid

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**E. County Counsel**

1. Approval of the Designation of Newspaper for 2015 Property Tax Foreclosure Publication

**F. Juvenile Department**

1. Approval of Amendment No. 2 to the Contract (No. 931488) with Metro for Youth Offender Work Crew Services Along the I 205 Corridor

**G. County Administration**

1. Approval of Clackamas County Resolution Services as the Eligible Grantee for Community Dispute Resolution Funding as Determined by the Oregon Office for Community Dispute Resolution

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

1. Resolution No. **2015-56** for North Clackamas Parks & Recreation District for Transfer of Appropriations for Fiscal Year 2014-2015

**VII. COUNTY ADMINISTRATOR UPDATE**

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

**VIII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:34 AM**



Gary Barth  
Director  
BUSINESS AND COMMUNITY SERVICES  
Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

July 6, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approve a Board Order Amending Board Order 2015-32, Approved April 23, 2015 to Reflect a Correction in the Legal Description for the Government Distribution to Metro for the Newell Creek Conservation Efforts

<b>Purpose/Outcomes</b>	Amend Board Order 2015-32, Adopted on 4/23/15 to reflect correction in legal description.
<b>Dollar Amount and Fiscal Impact</b>	The transfer value of this parcel is \$10,080.00 and reflects the back taxes, interest, penalties and fees owed.
<b>Funding Source</b>	No new funding
<b>Safety Impact</b>	Metro will be assuming all responsibility once the file is transferred.
<b>Duration</b>	The transfer is to take place on or before August 1, 2015
<b>Previous Board Action</b>	The Board adopted Board Order 2015-32 on April 23, 2015.
<b>Contact Person</b>	Rick Gruen, Property Resources Manager 503-742-4345
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. These properties are deeded to the County in lieu of uncollected taxes. Following the recording of the deed in the County's name, the management and disposition is then transferred to the Property Resources Division of the Department of Business and Community Services. Property Resources is tasked with managing, administering and dispersing of tax foreclosed real property assets in a cost effective manner that will provide a public benefit or return of property to the tax rolls. This includes the sale of properties through auction, private sale, and Government Transfers. The Board adopted Board Order 2015-32 on April 23, 2015 approving such a transfer to Metro.

That Board Order contained an incorrect legal description provided to the County by the Title Company. The attached Board Order amends BO 2015-32 to correct the legal description therein.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the amendment to Board Order 2015-32 by approving the attached Board Order with the amended legal description.

Respectfully submitted,

*Laura Jentner, BCS Deputy Director*  
Gary Barth

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



In the Matter of Government Distribution  
Located at 32E 04C 00802  
To Metro for the Newell Creek  
Conservation Efforts and Amending Board  
Order 2015-32 Adopted April 4, 2015

ORDER NO.

Page 1 of 2

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the Government Distribution of the real property parcel listed below was acquired by Clackamas County by tax deed, gift or purchase, is not currently in use for County purposes, and is described as follows;

A tract of land situated in the Southwest one quarter of Section 4, and the Southeast one quarter of Section 5, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, said tract being a portion of the James G. Swafford patent Certification No. 613, described as follows:

Commencing at a stone that marks the Northwest corner of the Washington Williams Donation Land Claim No. 56 (said point also being the Southwest corner of said Swafford patent); thence North 17°12'00" East along the Easterly line of the Samuel N. Vance Donation Land Claim No. 51 (being the Westerly line of said Swafford patent), 573.10 feet to a point on the Northerly line of Market Road No. 11 (Beavercreek Road), 30.00 feet from the centerline thereof; thence South 80°19'00" East along said Northerly line of Beavercreek Road, 105.14 feet to a point, said point being located at the intersection with a line that bears North 17°12'00" East, parallel with said Easterly line of the Vance Donation Land Claim, from a point which lies South 79°42'00" East 105.00 feet from said Easterly line, said point also being in the Easterly line of the Wagner Tract recorded in Book 251, Page 269; thence North 17°12'00" East, parallel with said Easterly line of the Vance Donation Land Claim and along the Easterly line of said Wagner Tract, 831.67 feet to the Northeast corner of said Wagner Tract, said Northeast corner being witnessed by a 5/8 inch iron rod that bears North 79°42'00" West, 0.20 feet therefrom; thence North 79°42'00" West along the Northerly line of said Wagner Tract, 105.00 feet to said Easterly line of the Vance Donation Land Claim (being the Westerly line of said Swafford patent); thence North 17°12'00" East along said Vance Donation Land Claim line and the Swafford patent line, 194.96 feet to the point of beginning of the tract herein to be described; thence North 17°12'00" East 387.25 feet to the Northeast corner of said Vance Donation Land Claim, the same being set in the section line between Section 4 and 5 as per the Vance Donation Land Claim field notes of 1854; thence North 33°58'47" East 52.86 feet to the Southwest corner of the Latourette Donation Land Claim, the same being marked by a 7/8 inch Iron rod; thence North 88°50'12" East along said South line of the Latourette Donation Land Claim (being the North line of the Swafford patent) 292.23 feet to the intersection with a line that bears North 17°12'00" East parallel with said Vance Donation Land Claim from a point in the Northerly line of said Beavercreek Road which is South 80°19'00" East 190.00 feet from said point; thence South 17°12'00" West 509.93 feet; thence 72°48'00" west 179.61 feet; thence North 17°12'00" East 80.00 feet; thence

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

In the Matter of Government Distribution  
Located at 32E 04C 00802  
To Metro for the Newell Creek  
Conservation Efforts



ORDER NO.

Page 2 of 2

North 72°48'00" West 50.00 feet; thence South 17°12'00" West 100.00 feet; thence North 72°48'00" West 63.00 feet to the point of beginning;

EXCEPTING THEREFROM all property included within the plats of BERRY HILL TOWNHOMES CONDOMINIUMS, STAGE 1; BERRY HILL TOWNHOMES CONDOMINIUMS, STAGE 2; and BERRY HILL TOWNHOMES CONDOMINIUMS, SUPPLEMENTAL PLAT OF STAGE 2 and portions dedicated for roadways.

TOGETHER WITH access as contained in document entitled Declaration of Easement recorded March 2, 1998, Recording No. 98-015919, Records of Clackamas County, Oregon;

ALSO TOGETHER WITH access as contained in document entitled Declaration of Easement recorded November 24, 1999, Recording No 99-110006, Records of Clackamas County, Oregon.

and;

IT FURTHER APPEARING to the Board, that the said real property was foreclosed upon by Clackamas County for non-payment of taxes; and,

IT FURTHER APPEARING to the Board that the above described real property fits into Metro's plan of action to conserve Newell Creek and should be transferred to Metro, therefore;

IT IS HEREBY ORDERED that the described property above be transferred to Metro for the Newell Creek Conservation Efforts; and

IT IS FURTHER ORDERED that the Director or Deputy Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the acceptance and execution of all documents necessary for the sale.

DATED this 9<sup>th</sup> day of July, 2015

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



Gary Barth  
Director

**BUSINESS AND COMMUNITY SERVICES**  
Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

25

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County Business and Community Services and the Northwest Economic Research Center (NERC) at Portland State University for the Economic Impact of County Seat Operations Project.

<b>Purpose/Outcomes</b>	To describe and estimate the direct, indirect, and induced economic impacts of activity due to Clackamas County operations in Oregon City
<b>Dollar Amount and Fiscal Impact</b>	\$34,750.00
<b>Funding Source</b>	BCS Economic Development Lottery Fund
<b>Safety Impact</b>	None
<b>Duration</b>	The study will conclude August 31, 2015.
<b>Previous Board Action/Review</b>	None
<b>Contact Person</b>	Gary Barth, Director, Business and Community Development, 503-742-4299

**BACKGROUND:**

In March 2015, following direction by County Administrator, Staff contacted Northwest Economic Research Center with Portland State University and requested a proposed scope of work and budget for this project. The proposed scope was approved via e-mail by the County Administrator on April 1, 2015, and work commenced. A subsequent IGA was provided by PSU as advised by Clackamas County purchasing on May 7, 2015.

The results of the IMPLAN analysis will be used to illustrate the total economic activity associated with county activities. The project and analysis will be split into two sections and will take approximately 13 weeks. Deliverables include a presentation of a full written report.

**RECOMMENDATION:**

Staff respectfully recommends approval and execution of the attached IGA in order to necessitate payment of work already approved and completed as well as delivery of final report data.

Respectfully submitted,

Gary Barth  
Director

**Intergovernmental Agreement #40957/288488**  
**by and between Portland State University**  
**And**  
**The Clackamas County Office of Business & Community Services**

This Intergovernmental Agreement #40957/288488 is by and between the Clackamas County Office of Business & Community Services (County), and Portland State University Northwest Economic Research Center (NERC), individually, the "Party", and collectively, the "Parties".

Whereas, the Clackamas County Office of Business & Community Services requests that PSU's Northwest Economic Research Center undertake a study of the economic impacts in Oregon City derived from its status as the Clackamas County seat, and

Whereas, NERC desires to fulfill these services per Exhibit A,

Now therefore, the parties agree to the following:

**1. Term and Termination**

This Agreement shall become effective on the date of final signing by all parties and shall remain in effect until August 31, 2015, unless otherwise terminated by either party. This Agreement may be terminated with thirty (30) days written notice to the Parties, by either Party. This Agreement may be amended by mutual consent, reduced to writing, and signed by the parties.

**2. Cost**

The Clackamas County Office of Business & Community Services shall pay PSU \$34,750, per the schedule in Exhibit A.

**3. Scope of Work**

Exhibit A to this Intergovernmental Agreement shall serve as the Scope of Work, and is herein incorporated by reference.

**4. Indemnification**

Subject to the limits of ORS 30.260 – 30.300, each Party shall defend, save, hold harmless and indemnify the other Party and their subdivisions, officers, directors, employees, and agents from and against all claims, suits, losses, damages, liabilities, costs and expenses of any nature resulting from, or relating to the work performed under this Intergovernmental Agreement.

**5. Intellectual Property**

All new work product created by NERC as a result of work performed under this Intergovernmental Agreement shall be the property of County. County grants NERC an irrevocable, unrestricted, non-exclusive and perpetual license to use said work product, including any derivative works. Intellectual Property that was the property of each Party prior to the commencement of work under this Intergovernmental Agreement shall remain the property of that Party



**6. Confidentiality**

Each Party shall hold the other Party's information in strict confidence as confidential information, using at least the same degree of care that is uses in maintaining the confidentiality of its own confidential information, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of confidential information to third parties except as authorized by work under this Intergovernmental Agreement.

**4. Merger**

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The County and NERC, by the signature of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized representatives as identified below.

Clackamas County Office of Business & Community Services

Portland State University

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

\_\_\_\_\_  
Signature Date  
*William C. Terry* 5-7-15  
Contract Officer William C. Terry Date  
Contracts Officer  
Portland State University

**EXHIBIT A: SCOPE OF WORK**  
**PSU IGA #40957/288488**

**Economic Impact of County Seat Operations in Oregon City**

April 15, 2015

**Background**

The Clackamas County Office of Business & Community Services (Clackamas County) requests that the Northwest Economic Research Center (NERC) undertake a study of the economic impacts in Oregon City derived from its status as the Clackamas County seat.

The analysis will be split into two sections: 1) Direct, indirect, and induced economic impacts of county operations in Oregon City and 2) Analysis of economic indicators relative to comparable seat and non-seat cities based on data from counties in multiple states.

**Data Sources**

- Clackamas County
- Oregon Employment Department
- Oregon Office of Economic Analysis
- RLIS (Metro)
- U.S. Census Bureau
- Bureau of Economic Analysis
- Other Secondary Data Sources

NERC may request assistance in accessing additional datasets that Clackamas County partners may have access to, or contacting other data-providers of interest. At the beginning of each project, NERC normally conducts a “kick-off” meeting in which data sources and availability are discussed.

**Economic Impacts of County Operations**

NERC will use IMPLAN to estimate the total economic and fiscal impacts of activity due to Clackamas County operations in Oregon City. The analysis will describe and estimate the direct, indirect, and induced economic impacts of this activity utilizing state-of-the-art economic modeling techniques. The analysis outputs include:

- Tax Revenues (fiscal impacts) to state and local governments
- Impact on business output (revenue)
- Spending
- Jobs (employment)
- Household income (wages)

The results of the IMPLAN analysis will be used to illustrate the total economic activity associated with county activities. NERC will rely on data from Clackamas County and other

data sources mentioned above to quantify the impacts of employment, wages, and investment in Oregon City.

This portion of the analysis will be closer to an economic contribution study, rather than a normal economic impact study. An economic impact study would require us to develop a counterfactual estimating Oregon City economic indicators without the county seat.

#### **Analysis of County Seats Relative to Comparable Cities**

In order to establish a realistic counterfactual, NERC will rely on data from counties in multiple states to establish patterns in county seat economic activity. NERC will also review relevant literature to identify benefits and burdens associated with hosting the county seat. Based on initial research, potential benefits include:

- Non-cyclical employment
- Less exposure to employment shocks
- Government employees and visitors spending locally
- Higher-income jobs
- Increased activity in city centers

Potential burdens include:

- Traffic and parking issues
- Decreased real estate availability
- Retail and business mix skewed to accommodate commuters or visitors
- More non-taxable property and activity

This section will combine examples from Oregon City with stylized statistics drawn from a database of county seats.

#### **Draft Project Outline**

The following is a draft outline for the final report. NERC may alter this based on findings in the analysis process:

- Executive Summary
- Brief Description of County Activity in Oregon City
- Description of IMPLAN
- IMPLAN Results
  - Including Direct, Indirect, and Induced effects by industry and rural/urban
  - Explanation of IMPLAN results and interpretation
- Brief Explanation of Database of County Seats and comparable non-seats
- Analysis of trends and indicators drawn from Database
- Conclusion

**Timeline and Budget**

Time	Event	Cost
<b>Project Launch</b>	Kick-off meeting with all appropriate stakeholders	
<b>3 Weeks</b>	Data Collection and Literature Review	\$4,500
<b>2 Weeks</b>	Data Prep	\$2,500
<b>5 Weeks</b>	IMPLAN* and County Seat Analysis	\$24,250
<b>3 Weeks</b>	Report Write-Up	\$2,500
	Presentation by Dr. Potiowsky	\$1,000
	<b>Total</b>	<b>\$34,750</b>

During the agreement process, NERC and IW will agree on a final delivery date approximately 13 weeks after project launch. Date(s) will also be set for progress updates and draft report submissions for review by Clackamas County.

\*It is our understanding that Clackamas County regularly purchases the latest IMPLAN data. If NERC can use Clackamas County's IMPLAN model, the budget could be updated.



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

July 9, 2015

**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement  
With Clackamas ESD**

<b>Purpose/ Outcomes</b>	Clackamas ESD will provide funding for a part-time employee and flexible spending dollars for wrap around services to provide services through the Youth Workforce Investment Act to at least 38 youth.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas ESD will provide funding in the sum of \$43,000 through June 30, 2016. There are no general fund dollars required.
<b>Funding Source</b>	Clackamas Education Service District
<b>Safety Impact</b>	This service provides vocational and educational opportunities, including tutoring, GED courses and testing, college and vocational training for youth.
<b>Duration</b>	Effective through June 30, 2016
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	N/A

**BACKGROUND:**

For the past three years the Juvenile Department, Oregon Youth Authority, and Clackamas ESD have worked cooperatively to fund a part time staff and flexible funding for wrap around services for youth which provides educational and vocational opportunities. This fiscal year Clackamas ESD and the Juvenile Department are requesting to enter into an Intergovernmental Agreement describing the services to be provided and the funding available to provide the same services for the current fiscal year.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director  
Juvenile Department

For more information on this issue or copies of attachments  
contact Crystal Wright, ext 7112

**Intergovernmental Agreement**  
**Clackamas ESD/ Clackamas County**  
**Youth Workforce Innovation and Opportunity Act (WIOA) Services**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2015, by and between the CLACKAMAS EDUCATION SERVICE DISTRICT, hereinafter referred to as "CESD," and CLACKAMAS COUNTY by and through CLACKAMAS COUNTY JUVENILE DEPARTMENT, hereinafter referred to as the "Partner Program." As used in this Agreement, CESD is defined as the agency whose responsibility is the planning, coordination, and support of comprehensive workforce development services for WIOA eligible youth in Clackamas County, under the Workforce Innovation and Opportunity Act (WIOA). The Partner Program is defined as the setting in which the workforce development services are implemented and delivered.

WHEREAS, both parties deem it advantageous to provide a workforce development program for youth who may be identified as at-risk or experiencing barriers to education and/or employment, and who can be most appropriately served in a Partner Program setting. The parties agree to meet the Federal Workforce Innovation and Opportunity Act (WIOA) requirements and Performance Standards, CESD requirements and the C-TEC Youth Services program.

The Partner Program will receive a total of \$43,000 to provide the outlined services for a consistent case load size of 38 youth. Case load size includes both active and follow-up youth. As youth fully exit services, Partner Program has 90 days to enroll a new participant. All enrollments must meet the Out-of-School Youth eligibility requirements unless approved by C-TEC Youth Services in advance.

**I. CESD shall be responsible for the following:**

**A. Program Coordination**

1. Ensure that C-TEC Youth Services meet all WIOA requirements.
2. Align program services with the Region 15 workforce development system.
3. Assist in the development of education, training, and employment opportunities for enrolled youth if not readily available in the community.
4. Work collaboratively with community organizations to provide opportunities for youth participants.
5. Provide monthly Partner Program meetings for coordination of services and training.

**B. Training**

1. Provide training and technical support for Partner Program staff regarding C-TEC Youth Services (WIOA) requirements, processes, and procedures.
2. Provide the C-TEC Youth Services Handbook, program forms, and materials that meet program requirements.

**C. Partner Support**

1. Provide a Partner Support Specialist to provide technical support including services, requirements and documentation.
2. Verify that the youth eligibility policy of WIOA is followed.
3. Input application and registration materials into i-Trac Information Management System (State data management system).
4. Monitor records and services at two (2) times or more annually to support the success of the Partner Program.
5. Provide written monitoring results to the Partner Program, and as applicable, suggestions for improvement.
6. Provide quarterly performance reports for the C-TEC Youth Services program, and each Partner Program.

**D. Invoices and Payments**

1. Provide an invoice template to use for monthly invoicing.
2. Issue payments within 30 days of receiving invoices.

**II. The Partner Program shall be responsible for the following:**

**A. Staffing**

1. Identify one grant administrator, as well as one direct service staff to act as the liaisons to CESD.
2. Employ staff that have demonstrated success in working with at-risk youth populations and are familiar with education and employment services. Include CESD in the interview and selection process to identify mutually agreed upon staff to work under this agreement.
3. Ensure that staff performs duties solely for the benefit of WIOA eligible youth when employed under WIOA funding.

**B. Outreach, Recruitment, Eligibility Determination, and Enrollment of Youth**

1. Establish methods for outreach, recruitment, and referrals within your community.

2. Screen youth for eligibility, and advise youth on how to obtain required documents.
3. Conduct CASAS math and reading assessments for Out-of-School youth.
4. Provide eligibility and enrollment documents to CESD for verification of eligibility and data entry.
5. Maintain a consistent case load size of 38 youth. Case load size includes both active and follow-up youth. As youth fully exit services, Partner Program has 90 days to enroll a new participant.
6. At least 60% of the case load or 22 participants must be in active status.
7. Provide participants a copy of the C-TEC Youth Services *Applicant's Rights and Responsibilities* form at the time of eligibility determination. The *Applicant's Rights and Responsibilities* form and the C-TEC Youth Services Handbook outline the procedure for filing a grievance. Partner Program staff shall be familiar with and act in accordance with the procedures.

**C. Youth Services**

1. Ensure that the 14 WIOA required program elements are available to enrolled participants: adult mentoring of 12 months or more; alternative secondary school offerings or dropout recovery services; comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring, study skills training, and dropout prevention; paid and unpaid work experiences; occupational skills training; education offered concurrently with and in the same context as workforce preparation activities; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; activities that help youth prepare for transitions to post-secondary education and training; leadership development opportunities; and follow-up services. See C-TEC Youth Services Handbook for complete definitions.
2. Develop Individual Service Plans (ISPs) with each youth, and update quarterly or more frequently as needed
3. Conduct objective assessments with youth to determine appropriate services.
4. Conduct CASAS assessments a minimum of every 5 months for Out-of-School youth that are basic skills deficient.
5. Provide a minimum of one (1) WIOA service to each youth, every month while in active service, with more frequent contact/services as appropriate. Youth participants that do not receive any service for 90 days must be moved to follow-up services status.
6. Provide a minimum of one (1) WIOA service to each youth, every 30 days while in follow-up services status and more frequent contact and services as appropriate.
7. Spend at least 10% of WIOA funded staff time on work experience activities, including internships and job shadows; pre-apprenticeship programs; and developing/implementing employment and/or training opportunities.
8. Assist youth in working to achieve their education and employment goals, as documented in the ISP.
9. Provide information to all enrolled participants of C-TEC sponsored activities, and assist youth to participate. This includes referring youth through the designated process, and assisting with transportation, childcare, or removal of other barriers that may deter participation.
10. Use the i-Trac Management Information System (internet based tool) to document youth goals, progress, and case notes, with updates made within 5 days of activity. Maintain a hard copy and electronic case file for each participant detailing the service history, in active and follow-up services. Detail shall identify each participant activity by major WIA or WIOA component, document receipt of a service or partner service every 90 days or closure of the file. Additionally, information must be maintained in sufficient detail to support the expenditure of funds per program requirements.
11. Assist all youth to work towards obtaining the National Career Readiness Certificate (NCRC), with a goal of at least 25% of youth achieving this certification.
12. Provide a method for staff to make allowable support service purchases to meet youth needs in a timely manner. This may include emergent needs, or purchases that require a credit card, cash, or check.
13. Be knowledgeable of community resources and assist youth to access resources and navigate systems to meet their needs.
14. Follow program policies and procedures as outlined in the C-TEC Youth Services Handbook.

**D. Performance Measures**

1. Meet performance standards at the benchmark level each program year and not below 80% of benchmark to be considered for renewed funding for the subsequent year. Until WIOA performance levels have been established with the State of Oregon, Partner Program will be held accountable to the WIA levels of



performance noted below.

2. Placement in Employment/Education (72%): of those youth who are not in post-secondary education or employment at the date of enrollment, the percentage of participants who are in employment or post-secondary education in the first quarter after the exit quarter.
3. Attainment of a Degree or Certificate (73%): of youth participating in education at any time during enrollment, the percentage of participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter.
4. Literacy and Numeracy Gains (53%): of the Out-of-School youth who are basic skills deficient, the percentage of participants that increase one (1) or more educational functioning levels each year until they exit or are no longer basic skills deficient.

**E. C-TEC Youth Services Team Meetings**

1. Require direct service staff to participate in C-TEC Youth Services Team meetings on a regular basis.
2. Grant administrator to participate in annual C-TEC Youth Services Partner Coordination meeting.

**III. Liability and Insurance Coverage Required:**

The Partner Program shall provide insurance coverage at its own expense for the required level of insurance as specified in this section. All insurance carried by the Partner Program must be primary to and non-contributory with any insurance, including any self-insurance. Partner Program shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Partner Program agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the Partner Program to CESD. If the insurance is canceled or terminated prior to completion of the Agreement, Partner Program shall purchase new policy and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this section. In the event the Partner Program fails to keep in effect at all times the specified insurance coverage, CESD may terminate this Agreement, subject to the provisions of this Agreement. It is agreed to the extent permitted by law that Clackamas County's self-insurance shall meet the obligations set forth under this Agreement section III.

**A. General Liability Insurance**

Partner Program must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Workforce Investment Council of Clackamas County, Clackamas County and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

**B. Motor Vehicle Liability Insurance** Partner Program must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Partner Program's vehicles, whether owned, hired, or non-owned, which includes coverage for CESD and their respective officers, agents, and employees.

**C. Professional Liability Errors and Omissions Insurance** Partner Program shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

**D. Workers' Compensation Insurance** The Partner Program must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000. If the Partner Program pays wages directly to C-TEC Youth Service's trainees under this Agreement, the Partner Program must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CESD for the Partner Program or for the Partner Program's employees and subcontractors.

**E. Bonding** The Partner Program shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least \$100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

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- F. **Property and Equipment** All property and equipment purchased by Partner Program with funds received under this Agreement, or purchased on behalf of Partner Program for the program site(s) covered under this Agreement, shall be insured by Partner Program at replacement value against fire, theft, and destruction equal to the full replacement cost.
- G. **Certificates of Insurance** As evidence of the insurance coverage required by this Agreement, the Partner Program shall furnish acceptable insurance certificates to CESD at the time, or prior to the time, Partner Program executes this Agreement. Partner Program shall name CESD, Workforce Investment Council of Clackamas County, Clackamas County and each of their respective officers, agents, and employees as additional insured with respect to the Partner Program's services to be provided under this Agreement. Insuring companies or entities are subject to CESD acceptance. If requested, complete copies of the insurance policy shall be provided to CESD.
- H. **Subcontractor Insurance** Partner Program shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Partner Program under this agreement, unless this requirement is expressly modified or waived by CESD in writing.
- I. **Sexual/Physical Abuse/Molestation Insurance** Partner Program must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Workforce Investment Council of Clackamas County, and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement.
- J. To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Partner Program agrees to indemnify, defend, and hold CESD or Workforce Investment Council of Clackamas County, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents. (Indemnity Clause PL 105-220 Sec. 184; 20 CFR Subpart G.)
- K. **Additional Insured Clause:** The liability insurance coverage required for the performance of this Agreement shall be endorsed to name Clackamas Education Service District as additional insured with respect to the activities performed under this Agreement.
- L. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Partner Program's responsibility for payment of damages resulting from Partner Program's operation under this contract.

#### IV. Payments, Invoices and Program Costs

- A. The monthly invoice submitted by the Program Partner will be paid within 30 days of receipt. These funds may only be expended between July 1, 2015 and June 30, 2016. An invoice spreadsheet will be provided to the Partner Program. The Partner Program will submit the invoice to the C-TEC Coordinator, by the 8<sup>th</sup> of each month for the prior month's expenses. The Partner Program may add accruals to their invoice of actual and allocable costs incurred, but not yet paid.
- B. Funding paid to the Partner Program is acquired through the WIOA grant. Therefore, all money must be used in the implementation of the grant, for WIOA eligible youth. This includes, but is not limited to staff pay, materials and supplies, support services, transportation, and expenses derived from implementing WIOA youth services.
- C. At least 5% of the funds must be budgeted for youth support services, to eliminate financial barriers experienced by participants. Support service costs may only be used when no other resources are available, and must follow the guidance provided in the C-TEC Youth Services Handbook.
- D. All funding is based on cost reimbursement. Only allocable and allowable costs paid out by the Partner Program, which are based on benefits received and associated with the activities and services described, will be reimbursed.
- E. Any act or omission by Partner Program which results in repayment of funds to the funding source will be the responsibility of Partner Program. Partner Program agrees to repay such funds.
- F. In the event the program generates any program income, the Partner Program shall report to CESD, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as "income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.
- G. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased

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with WIOA funds is vested in the U.S. Department of Labor and/or State of Oregon. The CESD may take possession of all such equipment and property at any time during or upon termination of this Agreement. All such property purchased under this Agreement shall be returned to the CESD within thirty (30) days after the Agreement has terminated.

- H. Any funds provided under this Agreement that remain unused at the end of the fiscal year or at Agreement end are not be obligated under this contract and will be returned to the CESD.
- I. Partner Program must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CESD policies and procedures.

V. Records Control

- A. The Partner Program will **establish, maintain, and safeguard all participant files, records, project records, and documents.** The Partner Program will ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract, and be compliance with C-TEC Youth Services Program Handbook. Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. The Program Partner shall retain all financial and other required records and supporting documents according to these requirements.
- B. **Social Security Number Use** Partner Program will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. Partner Program will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, Partner Program will take steps to protect the document from unauthorized disclosure. Partner Program will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. Partner Program may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Partner Program will publicly post or display a document containing a full SSN.
- C. **Data and Record Security** Partner Program must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of Partner Program with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Partner Program must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. Partner Program will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
- D. **Limitation of Public Access to Records** If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "**Release of Information**" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.
- E. **Breach Notification** Any Partner Program who becomes aware of any **potential breach of a document or electronic file** containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- F. In the event the **Partner Program is unable to keep their records**, the Partner Program will notify the CESD who will take custody and be responsible for the maintenance and retention of the records.
- G. The Partner Program shall provide to the CESD upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.
- H. **Disposal of Records** No records addressed in this Agreement will be disposed of without instruction from or

approval of CESD. CESD will provide instructions and timelines for disposing of records.

**VI. Responsibility for WIOA Cost Reduction/Coordination with Other Funding Sources**

- A. For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available

**VII. Communications**

- A. **Funding Acknowledgement** Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this Agreement is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Partner Program shall acknowledge and name the Workforce Investment Council of Clackamas County (WICCO) and CESD as the sponsoring agencies for the services provided through this Agreement.
- B. All advertisements or recruitment materials must receive prior approval from C-TEC Youth Services and contain the following language: "An Equal Opportunity Employer/Program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English and Spanish.
- C. **Patents and Copyrights** Partner Program must comply with the standards in 2 CFR Part 200 for the development, licensing, distribution, and use of product(s) and materials developed with this contract.

**VIII. Nondiscrimination and Equal Opportunity Provisions**

- A. The Partner Program assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), all Federal, State, and local laws, regulations, executive orders, and ordinances regarding nondiscrimination and equal opportunity provisions including the Nontraditional Employment for Women Act of 1991; Title VI and VII of the Civil Rights Act of 1964, as amended; section 503 and 504 of the Rehabilitation Act of 1973, as amended; Americans with Disabilities Act of 1990, as amended; Section 188 of the Workforce Investment Act; the Age Discrimination in Employment Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended; Sections 523 and 527 of the Public Health Service Act of 1912, as amended; Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.); Title VIII of the Civil Rights Act of 1968, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 33 and 37. The United States has the right to seek judicial enforcement of this assurance. Partner Program will not exclude from participation, discriminate against, nor deny employment or services to any person including participant on the grounds of race, color, religion, sex, national origin, marital status, youth offender, age (except as provided by WIOA regulations), disability, citizenship, sexual orientation or perceived sexual orientation, gender identity, political affiliation or belief, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship or participation in the program funded under this Agreement.
- B. Partner Program expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Further, the Partner Program shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such. Partner Program will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the Partner Program may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

**IX. Compliance**

- A. **Compliance with Applicable Law** the Partner Program will comply with the Workforce Innovation and Opportunity Act (WIOA) as amended and all subsequent amendments thereto and all implementing regulations.
- B. The Partner Program agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State, Workforce Investment Council of Clackamas County policies, and CESD procedures, and regulations.
- C. **Veteran's Priority Provisions** Partner Program agrees to comply with Veteran's Priority Provisions. The Jobs for

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Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

- D. **Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities** No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying. The Partner Program agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.
- E. **Maintenance of Effort** No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.
- F. **Fraud Notification Requirements** Partner Program must comply with WICCO's requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. Program Partner will conform to WICCO's established policies and procedures for reporting and resolution.
- G. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Innovation and Opportunity Act. The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)
- H. **Additionally the following special terms apply to this Agreement:**
- (i) **Nepotism.** No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
  - (ii) **Code of Conduct** Partner Program shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the Partner Program shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Partner Program may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Partner Program. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

- (iii) **Governing Law, Venue, Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.
- Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then 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, hereby consents to the jurisdiction of said courts.
- (iv) **Prohibited activities:** WIOA funds must not be spent on: (1) The wages of incumbent employees during their training if funded by WIOA; (2) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant; (3) Expenses prohibited under any other Federal, State or local law or regulation, including foreign travel. (4) Drug testing except to facilitate the hiring process. (5) General economic development and related employment generating activities (6) Investment in revolving loan funds. (7) Investment in contract bidding Resource Centers. (8) Capitalization of businesses. (9) Business relocation services (10) Construction, purchase, and renovation of real property. (11) Employment or training of participants in sectarian activities.
- (v) **Employee displacement prohibitions** (a) A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. Partner Program certifies that this Agreement does not violate any collective bargaining agreements to which it is a party.
- (vi) **Maintenance of Effort** No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.
- (vii) WIOA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- (viii) **Charging of Fees to Participants** No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

**X. Certification Regarding Lobbying** 31 U.S.C. Sec. 1352

- A. The Partner Program certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Partner Program, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the Partner Program shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The Partner Program require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### XI. Assurances

- A. The Partner Program through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /Agreement award and at all times while this Agreement is in effect, it comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Innovation and Opportunity Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIOA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.
- B. By signing this agreement, the authorized representative assures and certifies that it:
1. **Financial Capability** Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Agreement.
  2. **Generally Accepted Accounting System** Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and CWP policies and procedures.
  3. Will give WICCO, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the Partner Program including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.
  4. Will not permit any person or entity to receive grant or program funds 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 Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
  5. **Conflict of Interest** Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the Partner Program in order to maintain the integrity of this expenditure of CBSD's funds and to avoid any favoritism or questionable or improper conduct.
  6. **Complete the Work** Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
  7. **Political Activities** Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the Partner Program agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions. Partner Program shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio,

INTERGOVERNMENTAL AGREEMENT FOR YOUTH WORKFORCE INNOVATION AND OPPORTUNITY ACT SERVICES  
2015-2016

television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any Partner Program staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.

- 8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
- 9. **Debarment and Suspension** As required by Executive Orders 12549 and 12689 and 2 CFR.200.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:
  - 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
  - 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 10. **Discrimination** Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement.
- 11. **Audits** Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

This Agreement shall continue in effect until June 30, 2016, unless cancelled by one of the parties giving thirty (30) days written notice of intent to cancel to the other. Notice of cancellation shall be sent to the contact person described herein. This intergovernmental agreement may be amended if mutually agreed upon, in writing, by both parties.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the date written above.

CLACKAMAS EDUCATION SERVICE DISTRICT

Agency

CLACKAMAS COUNTY

Partner Program

Mit Dennison, Superintendent  
Mitt Dennison, Superintendent

John Ludlow, Board of County Commissioners Chair  
John Ludlow, Board of County Commissioners Chair

Date: 6/25/15

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

Approved as to form:

Scott Ciecko County Counsel  
July 1, 2015





ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

July 9, 2015

**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement  
With West Linn, Oregon**

<b>Purpose/ Outcomes</b>	West Linn, Oregon will provide up to 17 days for youth offenders to complete community service projects, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
<b>Dollar Amount and Fiscal Impact</b>	West Linn, Oregon will provide up to \$5,100 through June 30, 2016. There are no general fund dollars required.
<b>Funding Source</b>	City of West Linn, Oregon
<b>Safety Impact</b>	The revenue received from this contract will provide funds for the youth that are working to receive a stipend which is in turn used to pay restitution to victims and court fines and fees.
<b>Duration</b>	Effective through June 30, 2016
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	N/A

**BACKGROUND:**

The City of West Linn and the Juvenile Department have worked collaboratively to provide community service work crew days for youth offenders to work within the City of West Linn. This Intergovernmental Agreement provides up to 17 days of work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director  
Juvenile Department

For more information on this issue or copies of attachments  
contact Crystal Wright, ext 7112

INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY, OREGON  
AND THE CITY OF WEST LINN, OREGON  
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE  
PROJECT PAYBACK PROGRAM

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of West Linn (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for the Juvenile Department, Project Payback Program to provide supervised Youth Offender Work Crews (Work Crew) to perform general labor at sites under the control of the CITY.

II. Scope of Work and Cooperation

A. CITY agrees to accomplish the following work under this agreement:

1. Identify Work Crew projects, such as litter patrol, brush cutting/clearing, painting, ivy removal and leaf pick up/removal in West Linn.
2. Schedule Work Crew projects on a mutually agreed upon schedule.
3. Provide needed materials.
4. Obtain right of entry for work done on property not owned or controlled by the CITY.

B. COUNTY agrees to:

1. Provide a Work Crew supervisor to supervise the Work Crews.
2. Provide a work crew to perform general labor on a mutually agreed upon schedule. Work crew size will average four youths. Total labor hours per crew will average twenty-four (24) labor hours.
3. Provide necessary equipment needed by the Work Crew.
4. Use best efforts to resolve any dispute with CITY should Work Crews not complete a project to CITY'S substantial satisfaction.

III. Compensation

A. Compensation. CITY agrees to pay COUNTY an amount not to exceed \$340.00 per day for up to 15 days, total amount not to exceed \$5,100.00 for the services set forth in this Agreement.

B. Payments. Interim payments shall be made on the basis of requests for payment submitted as follows:

1. COUNTY may bill quarterly, including itemized detail of hours worked.
2. All requests for payment are subject to the approval of CITY consistent with the terms of this Agreement.
3. CITY payments shall be mailed to:

Clackamas County Juvenile Department, 2121 Kaen Road, Oregon City  
OR 97045; Attn. Crystal Wright

IV. Liaison Responsibility

Ken Worcester will act as liaison from CITY for this project. Wayne Curry will act as liaison from the COUNTY.

V. Special Requirements

- A. Hazardous Materials. No Work Crew provided under this agreement shall be required to clean up any work site when known or suspected hazardous materials are present.
- B. Conformance to Laws. COUNTY and CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Specifically, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of CITY or its employees. COUNTY agrees to indemnify, save harmless, and defend the CITY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of COUNTY or its employees subject to the

limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

- D. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self insurance shall meet the obligations of this paragraph.
- E. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such reports and documents should be retained for a period of three (3) years after receipt of final payment under this agreement, provided that any records and documents that are subject to audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Access to Records. The COUNTY shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

#### VI. Amendment

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

#### VII. Term of Agreement

- A. Effective date. This agreement becomes effective July 1, 2015 or upon final signature whichever is later, and continues until June 30, 2016, unless amended or terminated in accordance with this Agreement. This IGA can be renewed for up to two (2) additional one year terms with the written approval of both parties.
- B. Termination. This agreement is subject to termination by either of the parties following thirty (30) days written notice to the other.

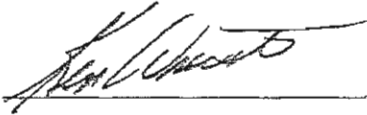
#### VIII. Debt Limitation of Oregon Counties

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.

*SIGNATURE PAGE FOLLOWS*

WHEREAS, the aforementioned is hereby agreed upon by both parties and executed by the duly authorized signatures below.

CITY OF WEST LINN



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Title: Parks & Recreation Dir.

Ken Worcester

Name (Typed)

06/25/2015

Date

CLACKAMAS COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

Chair: John Ludlow

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf on the Board:

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Signature

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Date

Approved as to form:

Kim Ybarra approved form by  
email 4/16/2015

County Counsel



Dave Cummings  
Chief Information Officer

Technology Services

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # 3374  
with the Oregon Department of Revenue for  
Digital GIS Tax Lot Conversion

<b>Purpose/Outcomes</b>	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$41,648.55 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Safety Impact</b>	Provides emergency/first responders with more accurate property boundary mapping capabilities and location services through GIS applications
<b>Duration</b>	Terminates June 30, 2016
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
<b>Contact Person</b>	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

**BACKGROUND:**

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our Spring 2015 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # 3374 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,



Dave DeVone CTO

for Dave Cummings

David Cummings

Chief Information Officer



**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #3374**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$41,648.55 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *June 30, 2016* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *July 30, 2016*.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

#### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

#### V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any

audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or

2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
  3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein

and expressly described as intended beneficiaries of the terms of this Agreement.

- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of

the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:  
State of Oregon, acting by and through its  
Department of Revenue

COUNTY:  
Clackamas County

By: \_\_\_\_\_  
Jerilyn Irvine, Contracts Specialist

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

Telephone: (503) 947-2623

Fax No: (503) 945-8382

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

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

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

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Authorized Agency Signature

By: \_\_\_\_\_  
Toni Payseno, Procurement and Contracts Manager

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



# EXHIBIT A

COUNTY PROPOSAL FOLLOWS



# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
[www.oregon.gov/dor](http://www.oregon.gov/dor)

June 22, 2015

Eric Bohard, Technical Services Division Manager  
Clackamas County Technical Services  
121 Library Court  
Oregon City, OR 97045

Dear Mr. Bohard

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2015 through June 30, 2016.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1,500 Taxlots	\$41,648.55
2		
Total		\$41,648.55

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Rick Shack  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File

## ORMAP Grant Application Addendum – Alternate Funding Request

<b>Section I. County and Grant Information</b>	
a. County: Clackamas County	b. Funding Cycle: Spring 2015
c. Original Grant Request: \$ 42,000.00	
Reduction percentage and award amount to be filled in by Department of Revenue	
d. Reduction Percentage: 1%	e. Awarded Amount: \$ 41,648.55
Please provide the following additional information to help us understand the impact of reductions in varying amounts to your original grant request if there are insufficient funds available to provide 100% funding. Please note at what point the reduction requested would make the project impossible to undertake.	
<b>Section II. Reduction Options – Additional Information as Requested</b>	
<b>If you received a reduced grant amount how would it affect the following:</b>	

1. What will your deliverable be with this reduction (that is, the number of tax lots, tax maps, or control points)?  
Since the amount of the reduction is so small, the County will be able to absorb the difference and there will be no change to the deliverable as outlined in the grant request.
  
2. How will this reduction affect your current methodology, if at all?  
No changes to the methodology
  
3. How will this reduction affect your county's remapping completion date?  
No change in the completion date.

<b>Mail</b>	<b>Contact Information</b>
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

## ORMAP Grant Application

<b>Section I. County and Grant Information</b>			
A. County: Clackamas		B. Funding Cycle: Spring 2015	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$42,000	
<b>Section II. Summary of Project</b>			Department Assessment
A. Brief Overview of the Request			<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail
This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, 1,500 rural tax lots will be completed to ORMAP standards for this project period.			
<b>Scope and Deliverables</b>			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
<input checked="" type="checkbox"/>	Tax Lot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
<b>B. Projected Project Completion Date (projects should not exceed one year)</b>			
June 30, 2016			
<b>C. Total Costs of Project (add lines as necessary)</b>			
Deliverable	Number of Items	Cost per Item	Total Cost
Tax Lot Conversion (COGO/ Annotate)	1500	\$28	\$42,000
County contribution (Detailed below)			\$48,000
Total for project			\$90,000
<b>D. Partnerships and Contributions (add lines as necessary)</b>			
Partner	Contribution		
Clackamas County Surveyor	\$8,000 – Control points		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.		
Clackamas County GIS	\$25,000 –QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
<b>A. Assessor's Signature &amp; Date:</b> See File Copy			
<b>F. Fiscal Coordinator -- Name &amp; Contact Number:</b>		Eric Bohard 503-723-4814	

<b>G. Project Coordinator – Name &amp; Title:</b>	Eric Bohard, Technical Services Division Manager
<b>E-mail address:</b>	ericboh@clackamas.us
<b>Phone Number:</b>	503-723-4814
<b>Mailing Address:</b>	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

**Section III. Detail Project Information – Answer all questions**

**A. Overview**

**1. Describe what the project is trying to accomplish.**

Clackamas County is continuing to undergo a taxlot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**

The project will cover only rural and resource tax lots in selected parts of the County where acceptable survey ground control exists. Urban tax lots are already completed.

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)**

Prior to the fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the spring 2007 contract, the efforts have shifted to rural tax lots. However, as new urban taxlots are created, those are immediately brought into the digital GIS database to ORMAP standards. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	109,986
Tax Lots Completed (COGO, rectified, and annotated)	109,986 (100%)

Rural Tax Lots: (\$300,567 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, 2995, 3036, 3064, & 3107)

Total Rural Tax Lots:	45,756
Tax Lots Completed*:	30,401 (66%)

\*5,284 additional parcels are in progress and waiting for annotation (10,071 tax lots have not been started)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	935
Tax Lot Completed*:	397 (43%)

\*484 additional parcels are in progress and waiting for annotation (54 tax lots have not been started)

**4. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as “anchors” or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to “fill in” the areas in-between the anchors. As we build the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted

rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical. The use of ESRI's Parcel Fabric also will be used whenever possible.

**5. Describe the project deliverables.**

This project will deliver 1500 additional re-mapped tax lots, fully annotated, using our technical approach and rectified to control meeting ORMAP rural tax lot standards.

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

County staff will be used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards.

**7. How will the county cartographer integrate the deliverables into the County's maintenance plan?**

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to create the tax maps, directed exclusively by the County Cartographer.

**8. Provide a project timeline with milestones or completion dates.**

To date, all urban tax lots are completed. As urban tax lots are created during this project period, those are completed. This project deals only with rural tax lots, of which 66% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 4 in December 2019. Thus far, we have remapped to ORMAP specifications 90% of the total. To date, 140,784 tax lots have been captured and annotated in our GIS, leaving approximately 16,291 tax lots comprising rural and resource level tax lots to complete.

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

**9. Does this project have any partnerships? If yes, please identify them.**

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

**10. Describe any innovations utilized by this project.**

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product. Recently, we started utilizing ESRI's Parcel Fabric schema.

**11. Detail Costs (who is paying for what).**

Approximately 47% of this project is paid by ORMAP funding. The remaining will come from County resources. The County's Survey Office is providing ground control at county expense. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC.

Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

**B. Quality Control**

**1. Who will be responsible for quality control (QC)?**

All Quality Control is the responsibility of Clackamas County’s Departments of Assessment and Taxation and Technology Services, GIS Division.

**2. Will county cartography staff review the deliverables?**

Yes. The cartography staff in the Assessor’s Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

**3. Will there be a review by Department of Revenue’s cartography staff?**

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

**4. Describe QC procedures.**

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

**C. Project Detail**

**1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?**

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

**2. Is this project part of an ongoing or multi-phased remapping project?**

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan.

**3. What percentage of the county taxlots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
Taxlots	156,677	140,784	90
Tax Maps	3,360	1,714	51

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

No, our anticipated completion date is December 2019, perhaps sooner.

**5. Is this project part of a multi-county effort? If so, please explain.**

No

**6. Will the project cost be affected if it is not fully funding this cycle?**

Yes. It will delay our overall completion time.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes

**2. Identify any data restrictions or licensing issues.**

All data produced under the ORMMap program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement.

**E. Background Information**

Any other information that you feel may help support the project.

**F. Other Issues - Please identify.**

Submit completed forms to:

<b>Mail</b>	<b>Contact Information</b>
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>



**G. Racial and Ethnic Impact Statement**

**RACIAL AND ETHNIC IMPACT STATEMENT**

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

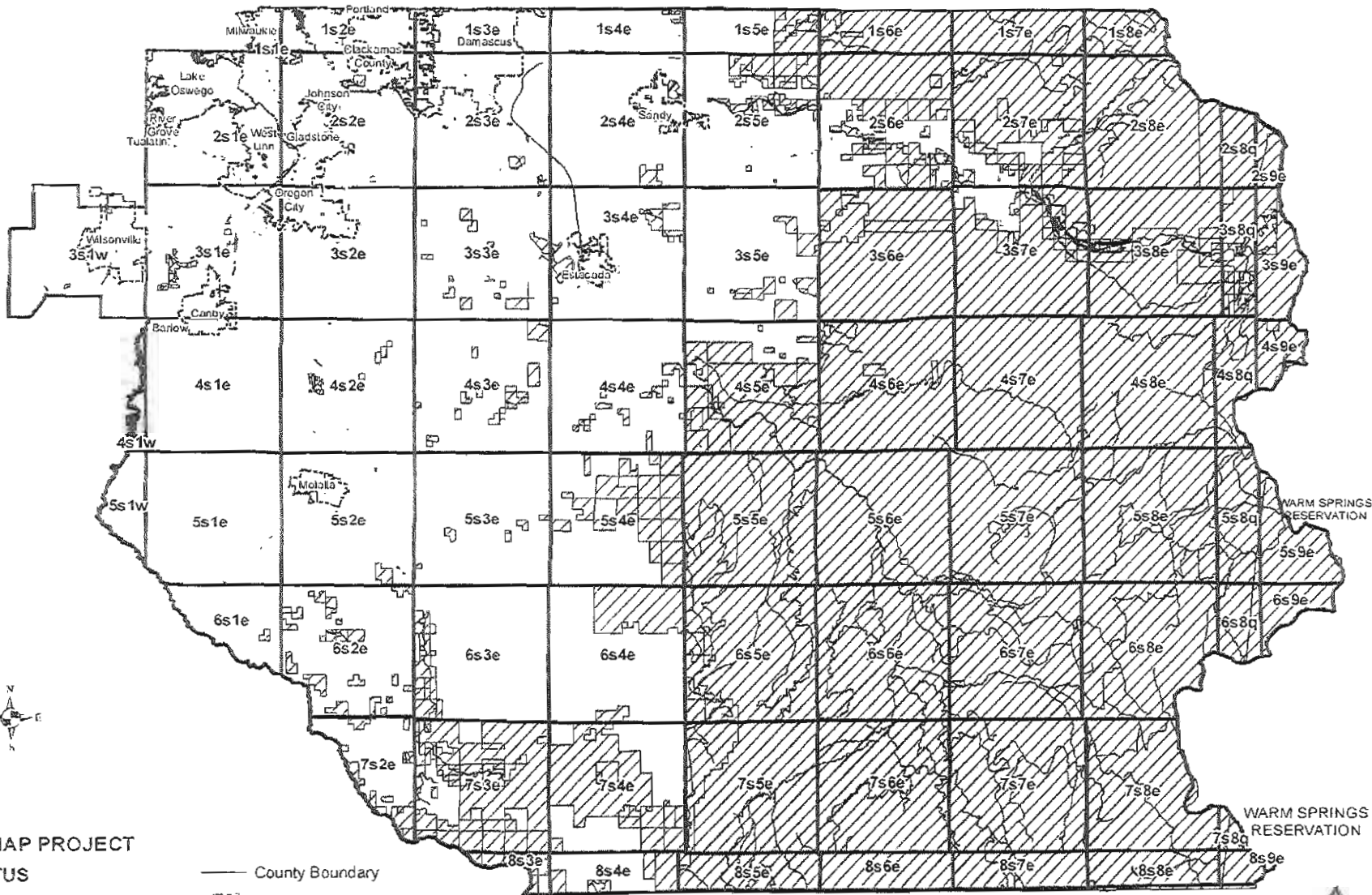
I HEREBY CERTIFY on this 17 day of March, 2015, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: See File Copy

Printed Name: Eric Bohard Title: Technical Services Manager

<sup>1</sup>“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

# ATTACHMENT 1 ORMAP PROJECT STATUS MARCH 2015



**ORMAP PROJECT STATUS**

- County Boundary
- Metro Urban Growth Boundary
- Not Started
- USFS, BLM, and ODF Resource Lands

WARM SPRINGS RESERVATION



CLACKAMAS COUNTY  
PLANNING AND COMMUNITY DEVELOPMENT  
1000 NE Oregon Street, Suite 200  
Gresham, Oregon 97030  
503.670.2200  
www.clackamascounty.gov



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

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

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to the Memorandum of Understanding Between the Clackamas County Development Agency and Clackamas River Water**

<b>Purpose/Outcomes</b>	This amendment outlines the roles and responsibilities during construction of a new waterline on behalf of CRW as part of the Monterey Avenue road extension
<b>Dollar Amount and Fiscal Impact</b>	CRW will reimburse the Agency fully for all costs associated with construction of the waterline. The total bid price by the contractor is \$135,559.00
<b>Funding Source</b>	Clackamas River Water
<b>Safety Impact</b>	A new waterline will allow fire hydrants to be included in the overall design.
<b>Duration</b>	The MOU and subsequent amendment will be in effect until December 31, 2015
<b>Previous Board Action</b>	The Board of County Commissioners previously approved a contract with Elting Northwest, Inc. to construct the Monterey Avenue extension improvements. The waterline construction is contained in that contract.
<b>Contact Person</b>	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

During design, Clackamas River Water (CRW) indicated a desire to extend a new waterline within the Monterey Avenue extension in order to provide better service to adjacent properties. CRW requested that our consultant, HHPR, complete the waterline design and incorporate it into the overall project plans. A Memorandum of Understanding (MOU) was executed, which outlined the roles and responsibilities of the Agency and CRW during design.

Elting Northwest, Inc. was the low bidder to construct the project. The bid was presented to CRW for review and they have accepted the waterline bid pricing.

The MOU must now be amended to provide for the roles and responsibilities during construction. The Agency will manage construction and invoice CRW for all costs related to the waterline. CRW will reimburse the Agency fully for those costs.

**RECOMMENDATION**

Staff recommends the Board approve and sign Amendment No. 1 to the Memorandum of Understanding between the Development Agency and Clackamas River Water for construction of a waterline as part of the Monterey Avenue extension project.

Respectfully submitted,

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

Dan Johnson  
Development Agency Manager

**AMENDMENT No. 1 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CLACKAMAS COUNTY DEVELOPMENT AGENCY  
AND  
CLACKAMAS RIVER WATER**

Contract # 00200-11-2014
-----------------------------

Clackamas County Development Agency, (AGENCY) and Clackamas River Water (CRW) executed an agreement on January 29, 2015 to provide for the basis for a cooperative working relationship for the purpose of providing waterline design and construction services under the Monterey Avenue Extension Project (the "Agreement").

It has now been determined by the parties that the Agreement should be amended to add additional recitals and to add additional rights and obligations. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Attachment A and Attachment B are hereby replaced by Exhibit A and Exhibit B, which are attached hereto.**

**Purpose, which reads:**

**I. Purpose**

This Memorandum of Understanding (the "Agreement") is entered into between Clackamas County Development Agency, (AGENCY) and Clackamas River Water (CRW). This Agreement provides the basis for a cooperative working relationship for the purpose of providing waterline design and construction services under the Monterey Avenue Extension Project.

**Shall be deleted in its entirety and replaced with the following:**

This Memorandum of Understanding (the "Agreement") is entered into between Clackamas County Development Agency, (AGENCY) and Clackamas River Water (CRW). This Agreement provides the basis for a cooperative working relationship for the purpose of providing waterline design and construction services under the Monterey Avenue Extension Project.

**I. Recitals:**

1. The AGENCY is currently in the process of designing and constructing an extension to Monterey Avenue.
2. The AGENCY has published bids for the work to complete the extension to Monterey Avenue and Harper Houf Peterson Righellis Inc. (HHPR) was awarded the contract for design and Elting Northwest, Inc.

was awarded the contract to construct the waterline improvements in conjunction with the Monterey Avenue extension project.

3. CRW provides water to its customers in Clackamas County.
4. CRW has requested that as part of the AGENCY'S extension to Monterey Avenue that the AGENCY perform certain work for CRW, which work is more specifically described in Exhibits A and B, which are attached hereto and incorporated herein. This work includes the design and installation of approximately 1300 feet of 12" diameter ductile iron waterline in S. E. Monterey Avenue.
5. In exchange for the AGENCY's performance, and for the other promises and covenants contained in this Agreement, CRW has agreed to compensate the AGENCY as provided in this Agreement.

**Cooperation, which reads:**

**II. Cooperation:**

The AGENCY agrees, as consideration for the work listed in Attachment A of this Agreement to administer the work listed therein. The AGENCY;

1. On behalf of CRW agrees to manage the design and installation of approximately 1300 feet of 12" diameter ductile iron waterline in S.E. Monterey Avenue.
2. Agrees to hire Harper Houf Peterson Righellis Inc. (HHPR) for design for the amount listed on Attachment B of this document
3. Will bill CRW within the first week following the last working day of each calendar month in which work is performed.
4. Agrees not charge CRW in excess of the amount listed in Attachment B unless an increase in Scope of work is approved in writing by CRW.

CRW agrees as consideration for the work listed in Attachment A to pay the AGENCY for those design, construction phase services, and its administrative costs incurred in performing the above services as described in Attachment A through completion. CRW agrees;

1. To reimburse the AGENCY for administrative costs the AGENCY incurs in the administration of this project. The parties hereto agree that these administrative costs shall not exceed One Thousand Dollars (\$1,000.00).
2. Agrees to pay AGENCY within 30 days of the receipt of the AGENCY'S invoice.
3. To respond in a timely manner to AGENCY'S requests to provide information or approval to the AGENCY or HHPR for purposes of fulfilling the purpose of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

**II. Cooperation:**

A. The AGENCY agrees, as consideration for the work listed in Exhibit A of this Agreement to administer the work listed therein. The AGENCY;

1. On behalf of CRW agrees to manage the design and installation of approximately 1300 feet of 12" diameter ductile iron waterline in S.E. Monterey Avenue.
2. Agrees to hire HHPR for design for the amount listed on Attachment B of this document.
3. Agrees to contract with Elting Northwest, Inc. to construct the waterline improvements in conjunction with the Monterey Avenue extension project.
4. Will bill CRW within the first week following the last working day of each calendar month in which work is performed.
5. Agrees not charge CRW in excess of the amount listed in Attachment B unless an increase in Scope of work is approved in writing by CRW.

B. CRW agrees as consideration for the work listed in Exhibits A and B to pay the AGENCY for those design, construction phase services, and its administrative costs incurred in performing the above services as described in Exhibit A through completion. CRW agrees;

1. To reimburse the AGENCY for administrative costs the AGENCY incurs in the administration of this project. The parties hereto agree that these administrative costs shall not exceed One Thousand Dollars (\$1,000.00).
2. To pay AGENCY within 30 days of the receipt of the AGENCY'S invoice.
3. To respond in a timely manner to AGENCY'S requests to provide information or approval to the AGENCY or HHPR for purposes of fulfilling the purpose of this Agreement.

**The following shall be added as Section III:**

### **III. Change Orders**

No changes shall be made without the written consent of CRW. The AGENCY and CRW may, by mutual written agreement, make changes in, additions to, or deletions from the work listed in Exhibits A and B. In the event of any change in, addition to, or deletion from the work described in Exhibits A and B, the amount owed by CRW to the AGENCY shall be equitably adjusted to compensate for the increased or decreased costs resulting from such change, addition, or deletion. If no agreement regarding changes to the work described in Exhibits A and B, or the adjustments to the amount owed by CRW to the AGENCY resulting from said changes, can be reached, either of the parties may terminate this Agreement. However, in the event that either party terminates this Agreement pursuant to this Section III, CRW shall pay to the AGENCY all costs for the work incurred by the AGENCY as of the date of such termination, plus the AGENCY'S reasonable demobilization and restoration costs incurred as a result of such termination.

**Attachments, which reads:**

### **III. Attachments**

Both parties understand and agree that Attachments A & B are incorporated and made a part of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**



#### **IV. Exhibits**

Both parties understand and agree that Exhibits A & B are incorporated and made a part of this Agreement.

**Section IV shall be renumbered to Section V.**

**The following shall be added as Section VI:**

#### **VI. Termination, Default and Remedies**

A party shall be in default under this Agreement if it breaches any of its obligations set forth in this Agreement and fails to cure such breach within thirty (30) days following its receipt of written notice of the breach from the other party.

A. In the event of the AGENCY'S breach, CRW's obligation to deliver all or any portion of the payment to the AGENCY is contingent upon the character and timing of the asserted breach. CRW may terminate this Agreement and pursue any other remedies that it may have at law or equity.

B. In the event of CRW's breach, the AGENCY may terminate this Agreement and recover from CRW any costs for the work completed pursuant to this Agreement as of the date of such termination and pursue any other remedies it may have at law or equity.

C. Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

**Sections V through VIII shall be renumbered to Sections VII through X respectively.**

**The following shall be added as Sections XI through XVII:**

#### **XI. Prompt Notice**

The AGENCY and CRW each agree to give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

## **XII. Binding**

The terms, covenants and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

## **XIII. No Third Parties**

The AGENCY and CRW are the only parties to this Agreement and the only entities entitled to enforce its terms.

## **XIV. No Relationship**

The AGENCY and CRW have no relationship other than that set out in this Agreement.

## **XV. Severability**

If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of its remaining provisions shall not in any way be affected or impaired.

## **XVI. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

## **XVII. Prior Agreements**

This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. All prior agreements and understandings between the parties referenced herein shall automatically terminate as of the effective date of this Agreement.

## **Term of Agreement, which reads:**

### **IX. Term of Agreement**

This Agreement becomes effective the date that it is fully executed and the work agreed to in this Agreement will be completed by December 31, 2015.

Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the

party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

**Shall be deleted in its entirety and replaced with the following:**

**XVIII. Term of Agreement**

This Agreement becomes effective the date that it is fully executed and shall terminate when the work described in Exhibits A and B is complete, or on December 31, 2015, whichever is sooner.

CLACKAMAS COUNTY  
DEVELOPMENT AGENCY,  
A corporate body politic

CLACKAMAS RIVER WATER

\_\_\_\_\_  
Chair: John Ludlow

  
\_\_\_\_\_  
Name: Larry Sowa  
Title: Board President

Address: 2051 Kaen Rd  
Oregon City, OR 97045

Address: 16670 SE 82<sup>nd</sup> Drive  
Clackamas, OR 97015

\_\_\_\_\_  
Date

6/11/15  
\_\_\_\_\_  
Date

## EXHIBIT A

### **Project Summary:**

Clackamas River Water District desires to have HPR, who is under contract with the Clackamas County Development Agency, design approximately 1,300 feet of 12-inch diameter ductile iron water pipeline including connections and related piping and appurtenances within the Monterey Avenue Extension Project being constructed by the Agency in 2015. Specific elements of the project will include:

- Connection to existing line in SE 82<sup>nd</sup> Avenue
- Approximately 1,300 l.f. of 12" diameter ductile iron waterline
- Connection to existing line in SE Fuller Road
- New Fire Hydrants
- Service connections for existing or future development that may take service from Monterey Avenue
- Details for waterline crossing on Phillips Creek Bridge

The project plans will be incorporated into the overall Monterey Avenue Extension bid package that is being produced by the Clackamas County Development Agency and constructed in conjunction with the overall project.

### **Scope of Design Services:**

#### ***Task 1: Base Map Preparation***

Prepare base map and drawing sheet set up for review and approval by Clackamas River Water District. Plans will be prepared to 1"=20' scale with plan and profile views for each sheet. It is anticipated that there will be the following sheets:

- Cover sheet
- Three (3) plan and profile sheets
- Bridge Crossing Detail Sheets
- Standard Detail Sheets

#### ***Task 2: Preliminary Design – 60% Plan Submittal***

Complete preliminary design of the improvements and submit to Clackamas River Water District for review.

#### ***Task 3: Review Meeting with District on 60% Review Comments***

Meet with Clackamas River Water District to review comments on the water line review comments.

#### ***Task 4: Final Plan Submittal – Bid Document Preparation***

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed.

#### ***Task 5: Prepare Project Specifications and Engineer's Estimates***

Prepare special provisions for the installation of the new water line, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2008 APWA/ODOT format for bidding with Clackamas County.

### **Scope of Construction Related Services**

#### **Task 1: Bid Solicitation**

Include the waterline construction drawings into the overall Monterey Avenue extension project bid package.

#### ***Task 2: Bidding Assistance***

Answer questions from the District Staff during the bidding process. Provide written or verbal clarification of bid items and/or plans as requested.

#### **Task 3: Waterline Construction**

Construct the new waterline in accordance with the plans and specifications that have been approved by Clackamas River Water District.

#### **Task 4: Construction Management Services**

Provide management during construction including coordination, quality assurance, quantity verification and payment processing.

#### ***Task 5: Inspection Services***

Provide inspection services for the installation of the waterline. Provide daily inspection notes (provide copies to the district on a weekly basis). It is assumed that the contractor will take 4 weeks to complete the work schedule, and that the inspector will be present 75% of this time.

#### ***Task 6: As-Built Drawings***

Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from the inspector notes (new survey will not be completed). Provide one set of mylar as-built drawings and digital Autocad and PDF Files to the Clackamas River Water District.

## EXHIBIT B

### Monterey Avenue Waterline Design - SE Fuller Road to SE 82nd Avenue

Engineering Fee Proposal

Submitted by Harper Houf Peterson Righellis Inc 

October 16, 20014

Task	Project Manager/ Engineer	Senior Civil Designer	Cadd Tech/ Inspector	Expenses	TY Linn	Total
<b>Scope of Services</b>						
Task 1: Base Map Preparation		8	4			\$1,340.00
Task 2: Preliminary Design - 60% Plan Submittal	4	16	24	\$25.00		\$4,725.00
Task 3: Review Meeting with District on 60% Review Comments	2	2		\$25.00	\$800.00	\$1,405.00
Task 4: Final Plan Submittal and Bid Document Preparation	2	16	24		\$400.00	\$4,770.00
Task 5: Prepare Project Specifications and Preliminary Cost Estimates	8	8				\$2,320.00
Task 6: Bidding Assistance	2	2				\$580.00
Task 7: Inspection Services	4		120			\$10,860.00
Task 8: As-Built Drawings	1	2	8	\$50.00		\$1,145.00
<i>Hourly Rate</i>	\$165.00	\$125.00	\$85.00			\$27,145.00

*\*Note: Expenses includes \$1,200 for TY Linn to include water line hanger details within their bridge design package.*

### Waterline Construction Costs Per Bid by Elting Northwest, Inc

Part 01100 - Water Supply Systems						
3	00210	Mobilization	LS	1	\$ 8,514.00	\$ 8,514.00
4	01140	6 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	FOOT	21	\$ 65.00	\$ 1,365.00
5	01140	8 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	FOOT	80	\$ 65.00	\$ 5,200.00
6	01140	12 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	FOOT	1,372	\$ 65.00	\$ 89,180.00
7	01140	Blowoff Assembly, 2 Inch	EACH	4	\$ 1,350.00	\$ 5,400.00
8	01140	12 Inch Connection to 12 Inch Existing Main	EACH	2	\$ 1,300.00	\$ 2,600.00
9	01150	6 Inch Gate Valve	EACH	1	\$ 950.00	\$ 950.00
10	01150	8 Inch Gate Valve	EACH	2	\$ 1,200.00	\$ 2,400.00
11	01150	12 Inch Gate Valve	EACH	3	\$ 2,400.00	\$ 7,200.00
12	01150	1 Inch Combined Air Release/Air Vacuum Valve Assembly	EACH	1	\$ 1,750.00	\$ 1,750.00
13	01160	Hydrant Assemblies	EACH	2	\$ 4,250.00	\$ 8,500.00
14	01170	1 Inch Water Service Connection	EACH	2	\$ 1,250.00	\$ 2,500.00
<b>Water Supply Systems Total</b>						<b>\$ 135,559.00</b>



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 9, 2015

Development Agency Board  
Clackamas County

Members of the Board:

**Transfer of Development Agency Surplus Property to  
North Clackamas Parks and Recreation District**

<b>Purpose/Outcomes</b>	Surplus parcels will be transferred to NCPRD and incorporated into the Mt. Talbert Nature Area
<b>Dollar Amount and Fiscal Impact</b>	The Agency proposes to transfer the surplus parcels at no cost to the North Clackamas Parks and Recreation District
<b>Funding Source</b>	Not Applicable. No funding considered as a part of this property transaction
<b>Safety Impact</b>	The property will be maintained as Park Area by NCPRD, which will improve safety and protect natural resources
<b>Duration</b>	N/A
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Dan Johnson, Assistant Director of Development, Clackamas County Department of Transportation and Development, 503.742.4325
<b>Contract No.</b>	N/A

**BACKGROUND:** The Development Agency owns two remnant parcels of property (Tax lots 22E03BB01200 and 22E03BB01100) on the south side of the intersection of SE 105<sup>th</sup> Ave and the Sunnybrook East Extension. The properties were originally acquired by the Agency in 1997 for road right-of-way for the Sunnybrook East Extension project.

The remnant properties are adjacent to the 224-acre Mt Talbert Nature Area that is owned and maintained by the North Clackamas Parks and Recreation District. NCPRD would like to acquire the parcels, along with an adjacent larger parcel owned by the Department of Transportation and Development. These parcels would enlarge and compliment the Nature Area, and it makes sense that the District would maintain the parcels as park land.

**RECOMMENDATION:** Staff recommends Board approval of the proposed transfer of surplus property at no cost to NCPRD; and recording of the deeds at no cost to the Development Agency.

Respectfully submitted,

Dan Johnson, Assistant Director of Development

For information on this issue or copies of attachments, please contact  
Dan Johnson @ 503-742-4325

<b><u>BARGAIN AND SALE DEED</u></b>	
<p><b><u>GRANTOR:</u></b>  Clackamas County Development Agency  Development Services Building  150 Beaver Creek Road  Oregon City, OR 97045</p> <p><b><u>GRANTEE:</u></b>  North Clackamas Parks and Recreation District  Development Services Building  150 Beaver Creek Road  Oregon City, OR 97045</p> <p>After Recording Return To:  Clackamas County Development Agency  150 Beaver Creek Road  Oregon City, OR 97045</p> <p>Until a Change is Requested, Tax Statements shall be sent to the following address:  North Clackamas Parks and Recreation District  Development Services Building  150 Beaver Creek Road  Oregon City, OR 97045</p>	<p>Agenda No: _____  and/or  Board Order No: _____</p>

**BARGAIN and SALE DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency"), does hereby grant, bargain, sell and convey as grantor unto North Clackamas Parks and Recreation District, a county service district formed pursuant to ORS Chapter 451, (hereinafter the "Service District") as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

- See Exhibits A and B, attached hereto and incorporated herein.*
- Exhibit A: A 1 (one) page legal description of the Property.
- Exhibit B: A 1 (one) page map illustrating the Property.

This is a transfer of land from one entity of Clackamas County to another in an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

**“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9**



**AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”**

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County has caused this instrument to be executed by duly elected officers this \_\_\_\_ day of \_\_\_\_\_, 2015.

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
John Ludlow, Chair

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by John Ludlow, Chair, on behalf of the Clackamas County Development Agency.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

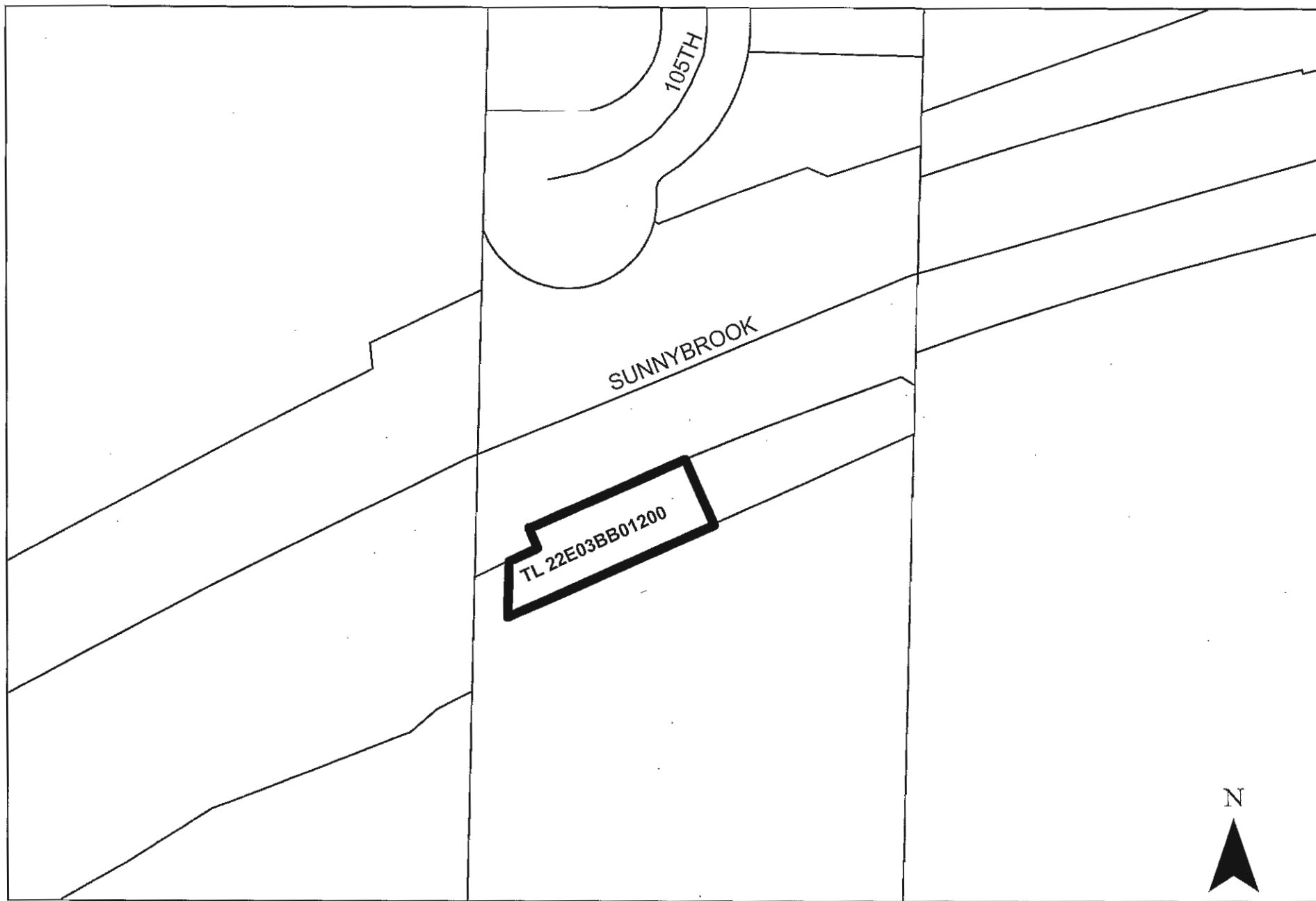
Exhibit A

Lot 7, Block 2, PARKSIDE, in the County of Clackamas and State of Oregon.

SUBJECT TO an easement created by instrument, including the terms and provisions thereof, recorded February 13, 2008, as Recorder's No. 2008-009748, records of Clackamas County, Oregon, in favor of Clackamas County, a political subdivision of the State of Oregon, for public road and right of way purposes.

**EXHIBIT "B"**

**Tax Lot 22E03BB01200**



5/28/2015

**BARGAIN AND SALE DEED**

GRANTOR:

Clackamas County Development Agency  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045

GRANTEE:

North Clackamas Parks and Recreation District  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045

After Recording Return To:

Clackamas County Development Agency  
150 Beaver Creek Road  
Oregon City, OR 97045

Until a Change is Requested, Tax Statements shall be sent to the following address:

North Clackamas Parks and Recreation District  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045

Agenda No: \_\_\_\_\_  
and/or  
Board Order No: \_\_\_\_\_

**BARGAIN and SALE DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency"), does hereby grant, bargain, sell and convey as grantor unto North Clackamas Parks and Recreation District, a county service district formed pursuant to ORS Chapter 451, (hereinafter the "Service District") as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

*See Exhibits A and B, attached hereto and incorporated herein.*

Exhibit A: A 1 (one) page legal description of the Property.

Exhibit B: A 1 (one) page map illustrating the Property.

This is a transfer of land from one entity of Clackamas County to another in an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

**“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9**

**AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”**

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County has caused this instrument to be executed by duly elected officers this \_\_\_\_ day of \_\_\_\_\_, 2015.

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, a corporate body politic under ORS Chapter 457

By: \_\_\_\_\_  
John Ludlow, Chair

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by John Ludlow, Chair, on behalf of the Clackamas County Development Agency.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

Exhibit A

Lot 6, Block 2, PARKSIDE, in the County of Clackamas and State of Oregon.

SUBJECT TO an easement as shown on the recorded plat for sanitary sewer purposes, affecting the seven and one-half (7 ½) feet along the Northeast lot lines.

ALSO SUBJECT TO easements on the recorded plat as follows: "Five (5) foot utility easement along all side lot lines and rear lot lines."

ALSO SUBJECT TO declaration of conditions and restrictions, including the terms and provisions thereof, but deleting restrictions, if any, based on race, color, religion or national origin, executed by Jesse A. Johnson and Charles Fox, recorded April 28, 1978, as Recorder's Fee No. 78 17911, records of Clackamas County, Oregon.

ALSO SUBJECT TO regulations and assessments of PARKSIDE HOMEOWNERS ASSOCIATION, as set forth in declaration recorded April 28, 1978, as Recorder's Fee No. 79 17911, records of Clackamas County, Oregon.

ALSO SUBJECT TO an easement created by instrument, including the terms and provisions thereof, recorded May 22, 1979, as Recorder's Fee No. 79 21099, records of Clackamas County, Oregon, in favor of Portland General Electric Company, an Oregon corporation, for underground distribution line purposes, affecting the fifteen (15) feet of Northerly portion.

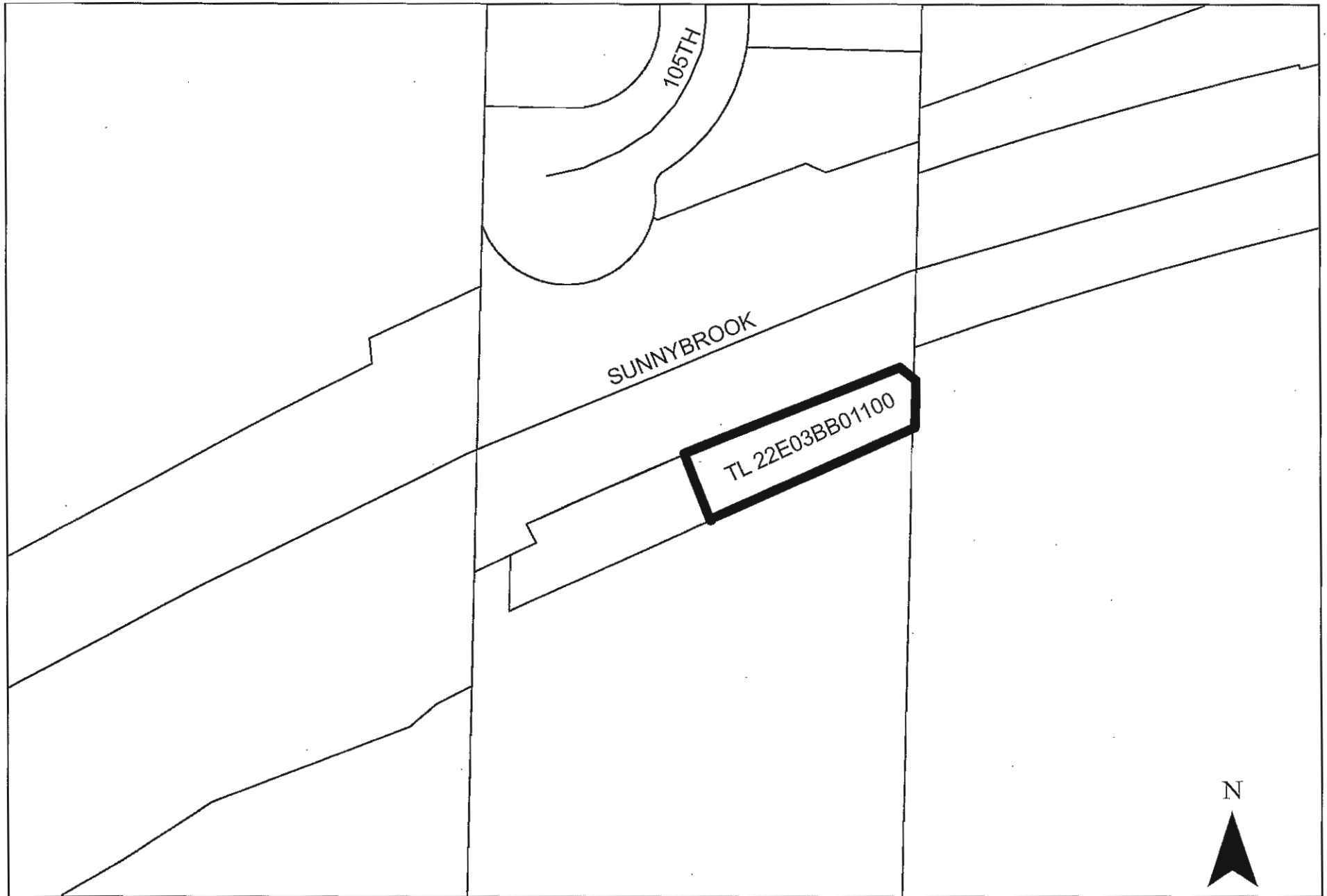
ALSO SUBJECT TO an easement created by instrument, including the terms and provisions thereof, recorded February 13, 2008, as Recorder's No. 2008-009748, records of Clackamas County, Oregon, in favor of Clackamas County, a political subdivision of the State of Oregon, for public road and right of way purposes.

ALSO SUBJECT TO all other easements, covenants, conditions, restrictions, and reservations of record.



**EXHIBIT "B"**

**Tax Lot 22E03BB01100**



5/28/2015



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with P.C.R., Inc. for the  
Government Camp Waterline Extension Project**

<b>Purpose/ Outcomes</b>	This contract provides for construction of a 1,500 foot waterline extension to Skibowl in Government Camp
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is \$208,872.00, which is approximately 7% lower than the engineer's construction cost estimate.
<b>Funding Source</b>	Clackamas County Development Agency: Government Camp Urban Renewal District - no County General Funds are involved.
<b>Safety Impact</b>	This project will provide the conveyance and hydrants necessary for fire protection at the Skibowl lodge facilities.
<b>Duration</b>	The contract will terminate on October 31, 2015.
<b>Previous Board Action</b>	The Board of County Commissioners previously approved the Agency budget, which includes funding for this project.
<b>Contact Person</b>	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND:**

The Development Agency is preparing to begin construction of the Skibowl waterline extension in Government Camp. This project extends a 12" waterline approximately 1,500 feet to the lodge and other facilities at the base of Skibowl. The line will provide the capacity necessary for fire protection and future development plans.

The Agency advertised for construction bids with a submittal deadline of May 28<sup>th</sup>. Four sealed bids were received with P.C.R., Inc. submitting the low bid of \$208,872.00. The next low bid was \$222,307.50 and the engineer's estimate was \$224,060.00.

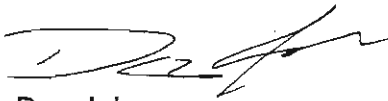
The project specifications require substantial completion by September 30, 2015 and a contract expiration date of October 31, 2015.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve and sign the contract documents with P.C.R., Inc. for construction of the Skibowl waterline extension project.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

Placed on the July 9<sup>th</sup>, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 9, 2015

**MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS**

Please place on the Board Agenda of **July 9, 2015** this contract with P.C.R. Inc. for the **Government Camp Waterline Extension Project** for the Clackamas County Development Agency. This project was requested by David Queener, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty four packets were sent out with four bids received: P.C.R. Inc. - \$278,442.00; Oregon Underground - \$293,209.50; Elk Mountain Construction \$ 347,120.00; Northwest Metal Fab & Pipe - \$531,540.76 After review of all bids, P.C.R. Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$208,872.00 due to the removal of one additive alternate in the solicitation. All work is to be substantially completed by September 30, 2015 with a contract completion date of October 30, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 452-6620-00-481200-30221 for fiscal year 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with 3 Kings Environmental, Inc for the Construction of the SE 120<sup>th</sup> Avenue Extension into the Capps Road/Clackamas Industrial Area Opportunity Site (CIAO) Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for construction of an extension of SE 120 <sup>th</sup> Avenue from the SE Capps Road intersection into the CIAO site. The project will also include associated stormwater improvements and site grading. The project will provide access to the site for future industrial development and is required to qualify the site as development ready under Business Oregon's Industrial Site Certification program.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$1,572,420.60, which includes a contingency of \$50,000 in the event additional construction services are needed.
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Industrial Area Urban Renewal District and an Oregon Department of Transportation Immediate Opportunity Fund grant of \$500,000. No County General Funds are involved.
<b>Safety Impact</b>	The SE 120th Avenue extension will be constructed to County Roadway standards for a local industrial street, providing access to the CIAO site and creating a safe travel environment for truck traffic, automobiles, bicyclists and pedestrians.
<b>Duration</b>	Substantial completion is expected by October 15, 2015. The contract will terminate on October 15, 2016, upon the completion of the one-year landscaping establishment period. The time frame is sufficient to fully complete the project.
<b>Previous Board Action</b>	August 2013- Approval of contract with Otak, Inc. for consulting engineering services. January 2014- Approval of an IOF Agreement with the State of Oregon through the Oregon Department of Transportation for grant funds.
<b>Contact Person</b>	Ken Itel, Senior Project Planner, Clackamas County Development Agency – (503) 742-4324

**BACKGROUND**

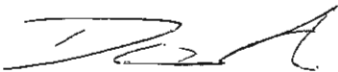
The Development Agency is preparing to construct an extension of SE 120<sup>th</sup> Avenue to provide access into the CIAO site for future industrial development. Associated stormwater improvements and site grading are included in the project. The project is located within the Clackamas Industrial Area urban renewal district. The project is the final step in complying with the requirements to have the site certified as development ready under Business Oregon's Industrial Site Certification program. Project work will include constructing the SE 120<sup>th</sup> Avenue extension to County Roadway standards for a local industrial street. Improvements include 18-foot travel lanes to accommodate truck traffic, a sidewalk on the west side of the street, new curbs, storm sewer pipes and drains, and street lighting. Construction also includes stormwater facilities and rough grading of the eastern portion of the site.

A request for bids was advertised and five bids were received by the June 10<sup>th</sup> deadline. The lowest responsive bidder was 3 Kings Environmental, Inc., with a bid of \$1,572,420.60. The contract was reviewed and approved by County Counsel. The Development Agency will oversee construction and administer the contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve and sign the contract with 3 Kings Environmental, Inc. for construction of the SE 120<sup>th</sup> Avenue Extension project.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

Placed on the July 9<sup>th</sup>, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

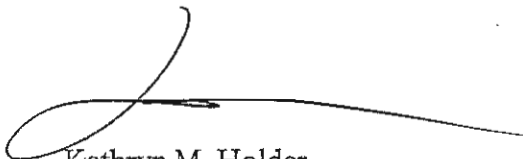
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

July 9, 2015

**MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS**

Please place on the Board Agenda of **July 9, 2015** this contract with 3Kings Environmental Inc. for the **Construction of the SE 120<sup>th</sup> Avenue Extension into the Capps Road/Clackamas Industrial area Opportunity Site (CIAO) Project** for the Clackamas County Development Agency. This project was requested by Ken IteI, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Thirty-one bid packets were sent out with five bids received: 3Kings Environmental Inc. – 1,572,420.60; C&M Excavation - \$1,574,011.00; Elting Northwest Inc. - \$1,597,755.00; Westech Construction - \$ 1,707,472.00; Kerr Contractors - \$1,707,520.00. After review of all bids, 3Kings Environmental Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,572,420.60. All work is to be substantially completed by October 15, 2015 with a contract completion date of October 15, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered as follows: Budget line 451-6610-00-481200-30157 for fiscal year 2015/2016.

Respectfully Submitted,



Kathryn M. Holder  
Purchasing Staff



Gregory L. Geist  
Director

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Renew an Agreement for Professional Engineering Services Between Clackamas County Service District No.1, Tri-City Service District and Richwine Environmental, Inc. for Process Engineering and Technical Assistance

<b>Purpose/Outcomes</b>	Provide expertise in wastewater processing and technical services that is beyond the capabilities of existing staff for both Districts. Maximize efficiencies, minimize risk, keep current on new technologies and assess impacts on operations due to ever-changing permit requirements.
<b>Dollar Amount and Fiscal Impact</b>	Funds for professional engineering services are budgeted in the FY2015-16 budget for each District and will be allocated as specific needs are identified. The Agreement is for an amount not to exceed \$300,000 within any given fiscal year. To date, the Districts have spent \$137,000 under the first year of the Agreement in FY2014-15
<b>Funding Source</b>	Clackamas County Service District No.1 and Tri-City Service District FY2015-16 Annual Budgets
<b>Safety Impact</b>	None
<b>Duration</b>	July 1, 2015 to June 30, 2016.
<b>Previous Board Action</b>	On August 14, 2014, the Board approved a one year agreement with the option to renew in one year increments for up to five (5) years.
<b>Contact Person</b>	Greg Geist, Director – Water Environment Services – 503-742-4560
<b>Contract No.</b>	To be established

**BACKGROUND:**

On August 14, 2014 the Clackamas County Board of Commissioners approved a one year agreement with the option to renew for up to five (5) years between Clackamas County Service District No.1, Tri-City Service District, and Richwine Environmental, Inc. for process engineering and technical support services. WES is currently recruiting for a permanent Planning Engineer to join the staff. The consultant’s services have been exceptional and the Districts request approval to renew the agreement and enter into the second year of the agreement.

The consultant has the necessary experience in: wastewater treatment process engineering and plant operations; start-up of major wastewater treatment plant capital projects; permit negotiations and familiarity with current wastewater permitting requirements; conducting and leading a facilities planning effort; ability to optimize unit process design, sizing, equipment selection and equipment layout; process engineering support, including coordination with facility operations staff; contract administration, startup support, contract closeout, and warranty work; review and synthesization of



analytical data related to plant operations for efficiency, cost effectiveness and regulatory compliance; review, analyzation, research and recommendations of new methods and systems of operation to improve plant performance; planning and implementing training to plant operations staff on new and revised operational methods.

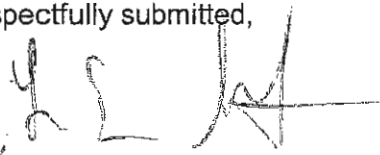
This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

For these reasons, Staff recommends that:

- 1) The Board authorizes Clackamas County Service District No.1 and Tri-City Service District to enter into year two (2) of the approved agreement with Richwine Environmental Inc. for Professional Services as the Districts' Process Engineer for an amount not to exceed \$300,000 in FY2015-16.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Greg Geist', with a horizontal line extending to the right.

Greg Geist  
Director, Water Environment Services

**AGREEMENT TO FURNISH ENGINEERING SERVICES  
TO  
TRI-CITY SERVICE DISTRICT and CLACKAMAS COUNTY SERVICES DISTRICT NO.1  
FOR  
WASTEWATER PROCESS ENGINEERING AND TECHNICAL ASSISTANCE**

THIS AGREEMENT to furnish Engineering Services (this "Agreement"), made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between TRI-CITY SERVICE DISTRICT and CLACKAMAS COUNTY SERVICE DISTRICT NO.1, county service districts formed under ORS 451 (the "Districts") and **RICHWINE ENVIRONMENTAL, INC.**, an Oregon corporation (the "Engineer")

**RECITALS**

WITNESSETH: That whereas the Districts intend to engage the Engineer to perform the professional services described on Exhibit A, on the schedule set forth on Exhibit B, for a period of one year as attached hereto and incorporated by reference, hereinafter called the "Project." The Districts reserve the right to renegotiate the Agreement each year thereafter for a period not to exceed four years.

Provide wastewater process engineering services, planning, technical assistance, permitting assistance, project commissioning, services during design and construction, O&M support and research when requested by the Districts project manager on an as needed basis. The consultant will also assist the treatment facilities in both Districts as requested, conduct special studies and provide reports and presentation materials to be presented to DEQ, elected officials and the general public.

WHEREAS the DISTRICTS desire the ENGINEER to provide process engineering and technical assistance when requested;

NOW, THEREFORE, the DISTRICTS and the ENGINEER for the considerations hereinafter set forth agree as follows:

**ARTICLE 1 - SERVICES OF THE ENGINEER**

The Engineer agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project as stated and defined in Exhibit A (the "Services").

**ARTICLE 2 - DISTRICT'S RESPONSIBILITIES**

Unless otherwise specifically modified in Exhibit A the District will:

- 2.1 Provide adequate information to the Engineer regarding the District's requirements for the Project.

- 2.2 Assist the Engineer by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Engineer to enter upon public and private property as required for the Engineer to perform services under this Agreement.
- 2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.
- 2.5 Furnish to the Engineer, prior to the Engineer's preparation of the work product, a copy of any design and construction standards the District shall require the Engineer to follow in the preparation of the work product.
- 2.6 Advertise for proposals from bidders, open the sealed proposals at the appointed time and place and pay for all costs incidental thereto.
- 2.7 Obtain approvals and permits from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for Engineer to perform the work contemplated hereunder).
- 2.8 Give prompt notice to the Engineer whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

### **ARTICLE 3 – ENGINEER’S RESPONSIBILITIES**

3.1 The Engineer agrees to complete the Project. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Engineer's services shall be adjusted accordingly.

#### **3.2 Standards of Performance**

3.2.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession.

3.2.2 Engineer shall be responsible for the technical accuracy of its services and documents resulting there from, and District shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except to the extent

such action is directly attributable to deficiencies in District-furnished information.

3.2.3 Engineer and District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to Engineer's scope of services, times of performance, or compensation.

### **3.3 Quality Assurance**

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Engineer within a reasonable time. The Engineer shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on the comment form provided by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Engineer regarding their refusal to accept a comment, the District may stop any further review and return the document to the Engineer marked as incomplete. The Engineer shall correct the documents to District's satisfaction and then declare the documents complete. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Engineer agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Engineer's cost and will be back-charged on an hourly basis at the average billing rate of the Engineer's work under this Agreement.

### 3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Engineer, either written or verbal, which may constitute a change to the Project. If an instruction, directive or decision is given that the Engineer believes is a change in scope or schedule, the Engineer shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the contract amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.24 hereof.

### 3.5 Engineer's Project Manager

The Engineer shall assign the following key personnel to do the work in the capacities and amounts designated below. The following is a list of key personnel and the projected average level of effort they are available to spend on the Project as a percentage of each 40 hour work week during the term of this Agreement.

Person/Firm	Position	Estimated Effort
Dale Richwine/Richwine Environmental	President/Project Manager	75 %

The Engineer shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

## **ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION**

- 4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Engineer shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.3, shall have authority to give such authorizations.
- 4.2 This Agreement shall be effective as of the Engineer's receipt of the written authorization to proceed.

### **4.3 District's Project Manager**

The District's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Michael Trent.

## **ARTICLE 5 - PAYMENTS TO ENGINEER**

In accordance with the terms and conditions of this Agreement, the District shall compensate the Engineer as follows:

### **5.1 Compensation**

- 5.1.1 The District's agree to pay the Engineer an amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Maximum Amount") per year. The Maximum amount each individual District will pay shall not exceed One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00) per year. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District's.
- 5.1.2 The Engineer is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.
- 5.1.3 The District may withhold from payments due the Engineer such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Engineer, the failure of the Engineer to perform as required under this Agreement, or claims filed against the Engineer or the District relating to the Engineer's services or work under this Agreement.

### **5.2 Billing and Payment Procedure**

- 5.2.1 The Engineer will provide monthly percentage complete invoices to the District for work performed during the preceding month. The percentage complete invoices will be accompanied with, a summary cost break down and supported by, a monthly progress report tied to the milestones indicated in the Schedule. The Engineer shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Engineer within 30 days of the District's receipt of the Engineer's monthly statement. Interest on unpaid payments due shall accrue at the

rate of 1% per month beginning the 60th day after the District's receipt of the Engineer's statement. No interest shall be paid on disputed amounts.

## **ARTICLE 6 - GENERAL CONDITIONS**

### **6.1 Early Termination of Agreement**

- 6.1.1 The District and the Engineer, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The District, on thirty (30) days' prior written notice to the Engineer, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the District or the Engineer may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

### **6.2 Payment on Early Termination**

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Engineer for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Engineer due to a breach by the District, then the District shall pay the Engineer as provided in Paragraph 6.3.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Engineer, then the District shall pay the Engineer as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the Engineer's work product will become and remain property of the District.

### **6.3 Remedies**

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the District due to a breach by

the Engineer, then the District may complete the work either itself, or by agreement with another Engineer, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof then the Engineer shall pay to the District the amount of the excess.

- 6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Engineer shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the District, then the Engineer's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

#### **6.4 Indemnification and Insurance**

- 6.4.1 The Engineer agrees to indemnify, save harmless and defend the District, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent acts, errors, or omissions of the Engineer or Engineer's officers, owners, employees, agents, or its subcontractors or anyone over which Engineer has a right to control.
- 6.4.2 The Engineer agrees to furnish the District evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the District, its officers, commissioners, agents, 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 the Engineer's, or any subcontractors, in the performance of this Agreement. The insurance shall include the District, its officers, commissioners, agents and employees, as additional insured's and refer to and support the Engineer's obligation to hold harmless the District, its officers, commissioners, agents, and employees.
- 6.4.3 The Engineer agrees to furnish the District evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$2,000,000 because of personal injury, bodily injury, death or damage to property.



## **6.5 Oregon Law and Forum**

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the District and the Engineer 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 District of Oregon.

## **6.6 Workers' Compensation Coverage Requirements**

The Engineer is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Engineer hires subconsultants for the performance of this Agreement, the Engineer agrees to require that the subconsultants(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Engineer.

- 6.6.1 The Engineer will be solely responsible for payment of any local, state or federal taxes required as a result of this agreement.
- 6.6.2 This contract is not intended to entitle the Engineer to any benefits generally granted to District, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the Engineer are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Engineer is presently a member of the Public Employees Retirement System).

## **6.7 Subcontracts**

The Engineer shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Engineer shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Engineer as specified in this Agreement. Notwithstanding District approval of a subcontractor, the Engineer shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Engineer hereunder. The Engineer agrees that if subcontractors are employed in the performance of this Agreement, the Engineer and its subcontractors are subject to the requirements of the Workers' Comp Law.

## **6.8 Assignment**

The Engineer shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. District may assign this Agreement at any time and shall provide Engineer with notice of such assignment within thirty (30) days of such assignment.

## **6.9 Notice**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur::

If to the District:                   Tri-City Service District/Clackamas County Service District No.1  
  c/o Water Environment Services  
  150 Beaver creek Road  
  Oregon City, Oregon 97045  
  ATTN: Michael Trent

Copy to:                                County Counsel  
  c/o Water Environment Services  
  150 Beaver creek Road  
  Oregon City, Oregon 97045  
  ATTN: Amanda Keller

If to the Engineer:                 Richwine Environmental, Inc.  
  16360 NW Paisley Drive  
  Beaverton, Oregon 97006  
  Attn: Reynold D. Richwine, PE

## **6.10 Severability**

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

## **6.11 Integration**

This Agreement contains the entire agreement between the District and the Engineer and supersedes all prior written or oral discussions or agreements.

## **6.12 Funds**

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2015/2016. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the District may immediately terminate this Agreement by giving written notice of termination to the Engineer. The Engineer shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.2.

## **6.13 Estimates of Cost**

The estimates of cost for a Project provided for herein are to be prepared by the Engineer through exercise of experience and judgment in applying currently available cost data. It is recognized that the Engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so Engineer cannot warrant that Project construction costs will not vary from cost estimates. However, the Engineer will keep the District apprised of changes throughout the Project that significantly impact the estimated construction costs provided.

## **6.14 Ownership of Documents**

- 6.14.1 All work the Engineer performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Engineer produces in connection with this Agreement. On completion or termination of the Agreement the Engineer shall promptly deliver these materials to the Project Manager.
- 6.14.2 The Engineer may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.
- 6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.

6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Engineer's knowledge and approval.

### **6.15 Commencement of Work**

The Engineer agrees that work being done pursuant to this Agreement will not be commenced until after:

6.15.1 Workers' Compensation Insurance is obtained, as specified in Paragraph 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

### **6.16 Release of Information**

No information relative to the Project shall be released by the Engineer for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

### **6.17 Maintenance of Records**

The Engineer shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Engineer regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

### **6.18 Audit of Payments**

6.18.1 The District, either directly or through a designated representative, may audit the records of the Engineer at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the Engineer were in excess of the amount to which the Engineer was entitled, then the Engineer shall immediately repay the amount of the excess to the District.

## **6.19 Public Contracting Law**

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

- 6.19.1 The Engineer agrees that it shall:
  - 6.19.1.1 Make payments promptly, as due, to all persons supplying to Engineer labor or materials for the performance of work contemplated by this Agreement.
  - 6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
  - 6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
  - 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- 6.19.2 If the Engineer fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement, as such claim becomes due, the proper office representing District 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 the Engineer by reason of this Agreement. Further, the Engineer or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Engineer, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).
- 6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed

on Saturday and on any legal holiday, as specified in ORS 279C.

- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The Engineer shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Engineer, of all sums which the Engineer agrees to pay for such services and all moneys and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The Engineer and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The Engineer shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

## **6.20 Equal Employment Opportunity**

During the performance of this Agreement, the Engineer agrees as follows:

- 6.20.1 The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Engineer agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.20.2 The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.
- 6.20.3 The Engineer will send to each labor union or representative of workers with which Engineer has a collective bargaining agreement or other contract or understanding,

a notice to be provided advising the labor union or workers' representative of the Engineer's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **6.21 Survival**

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

## **6.22 Headings**

The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

## **6.23 Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, District shall select one arbitrator and Engineer shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

## **6.24 Amendments**

The District and the Engineer may amend this Agreement at any time only by written amendment executed by the District and the Engineer. Any amendment that increases the amount of compensation payable to the Engineer in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review



Board Rules and within the limits authorized by prior Board approvals.

**6.25 Waiver**

The District and the Engineer shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

**6.26** Time is of the essence of this Agreement.

*[Signature Page Follows]*

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

Engineer:

Tri-City Service District

Richwine Environmental, Inc.  
Company

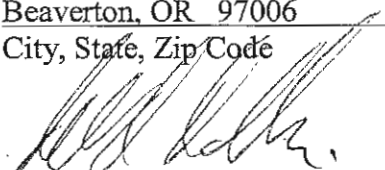
\_\_\_\_\_  
Chair

16360 NW Paisley Drive  
Address

\_\_\_\_\_  
Date

Beaverton, OR 97006  
City, State, Zip Code

Clackamas County Service District No.1

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

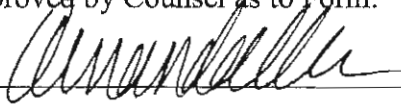
President  
Title

\_\_\_\_\_  
Date

37-1585773  
Federal Tax ID Number

Approved by Counsel as to Form:

06/24/15  
Date

  
\_\_\_\_\_

## **EXHIBIT 'A'**

### **SCOPE OF SERVICES**

#### **TECHNICAL SUPPORT SERVICES**

##### **OVERVIEW**

The Tri-City Service District and Clackamas County Service District No. 1 are currently in need of wastewater process engineering and technical assistance. This work will include the support of WES staff in wastewater process engineering services, planning, technical assistance, permitting assistance, project commissioning, services during design and construction, O&M support and research. This scope of work is to provide support services on a task-by-task basis as requested by the District Project Manager.

##### **TASK 1 – PROVIDE TECHNICAL SUPPORT TO ENGINEERING**

Consultant will provide technical support for District planning efforts at the request of the District staff. Support will be provided on a time and materials basis.

##### **TASK 2 – PROCESS ENGINEERING ASSISTANCE TO THE O&M GROUPS**

Consultant will provide process assistance and permitting support for District treatment plants at the request of the District Project Manager. Support will be provided on a time and materials basis.

##### **TASK 3 – SPECIAL PROJECTS**

The consultant will provide services as defined by task order for special projects as requested by the District Project Manager. The projects will include planning, system evaluation, design review, support during construction, project commissioning, O&M Manual coordination and research.

##### **Basis of Fee Calculation**

Fees will be based on an hourly basis at the rate provided in Table C.

## **EXHIBIT 'B'**

### **SCHEDULE**

Consultant will provide engineering services as outlined in Exhibit 'A' through June 30, 2016.

## METHOD OF COMPENSATION

The method for compensation is as follows:

### Labor Rates

Compensation will be based on a salary cost basis. The allotted project rates are specified in Table 1 through June 2016.

Table C-1  
Project Labor Rates

Individual	Labor Rate
Key Staff	
R. Dale Richwine	\$171.00

### Expenses

Expensed will only be paid with prior written approval of the District Project Manager. Acceptable expenses are as follows:

- Non-salary expenses directly attributable to the project such as living and traveling expenses when away from the home office on business connected with the project. Mileage will be charged at the federally-approved rate in effect at the time of the work for travel outside of the Portland Metropolitan Area.
- Additional expenses for the use of personal computers, word processors, networks, telephones, telecommunications, postage, miscellaneous reproduction charges, and other services are included in the employee labor rates.

### Markup

All subconsultants will be billed at 5% over cost to cover administrative and overhead expenses.

### Workspace

Districts will provide adequate office workspace and District computer access for the duration of the project.

### PROJECT COST SUMMARY

The total fee for performing the attached Scope of Services is a "Not-to-Exceed" cost of \$150,000 per District for a total contact amount of \$300,000 combined per fiscal year.