

October 21, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a construction contract between
the Housing Authority of Clackamas County (HACC) and A-1 Quality Construction
for Scattered Site Roof Project #21001. Not to Exceed \$163,120.00
No County General Funds involved

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| Purpose/Outcomes | Approval to execute a Construction contract between the HACC and A-1 Quality Construction for roofing project to ensure roofs on scattered site units are up to current HUD standards including repairing damage from the 2021 ice storms. |
| Dollar Amount and Fiscal Impact | One-time expense not to exceed \$163,120.00 |
| Funding Source(s) | HUD Federal Capital Grant Funds - No County General Funds are involved |
| Duration | 120 days from date of notice to proceed |
| Previous Board Action | none |
| Strategic Plan Alignment | 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Counsel Review | September 23, 2021 - Andrew Naylor |
| Procurement Review | Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook |
| Contact Person | Jill Smith, HACC Executive Director (503) 742-5336 |
| Contract Number | Contract No. c011-21 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to execute a construction contract between HACC and A-1 Quality Construction for Scattered Sites Roofing Project #21001. This project includes roof replacement for ten (10) units and roof repairs for two (2) units of HACC owned scatter site public housing. This project will bring roof conditions on these 12 scattered sites up to current HUD standards and eliminate all damage cause by the ice storm earlier in the 2021. Bringing the roofing on these scattered site units back to original condition will allow HACC to maintain its High Performer status with HUD, prevent safety hazards and provide an energy efficient public housing unit.

A-1 Quality Construction was selected through a competitive Invitation for Bids process to repair and replace the roofing back to original condition with new materials. Procurement for this project followed LCRB Rules and HACC procurement procedures which are in alignment with county procurement procedures. The scope of work for this contract includes removal, replacement and repair of roofing, damaged insulation, dry rot, attic ducting and exhaust fans.

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RECOMMENDATION:

Staff recommends the Board approve the construction contract between HACC and A-1 Construction for Scatter Sites Roofing Project #21001 which will replace ten (10) roofs and repair of two (2) roofs of scattered site units of HACC owned public housing. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

**FORM OF CONTRACT
PROJECT #21001
Contract # c011-21**

THIS CONTRACT, effective upon signature of both parties, is made by and between **A-1 QUALITY CONSTRUCTION (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work ("Work") described in the Contract Documents, defined below, or reasonably inferred therefrom, as required for completion of the **SCATTERED SITES ROOF PROJECT 2021**, a prevailing wage project, **#21001**. Work shall be performed in strict accordance with this Contract and all Contract Documents, defined below, including the Scope of Work, HUD General Conditions, and any Addenda.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred sixty three thousand, one hundred twenty dollars. **(\$163,120.00).**

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the SCATTERED SITES ROOF PROJECT 2021. Time is of the essence.

- A. START DATE: November 08, 2021
- B. SUBSTANTIAL COMPLETION DATE: N/A
- C. FINAL COMPLETION DATE: February 08, 2022

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Responsibility for Damages/Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the PHA and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 5.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final

payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

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

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.
- (5) Demonstrate that an employee drug testing program is in place.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

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

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

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

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

ARTICLE 19. Liquidated damages

The Contractor acknowledges that PHA will sustain damages as a result of the Contractor's failure to substantially complete the work authorized under this Contract and in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the project, and costs associated with Contract administration and use of temporary facilities.

19.1 Liquidated Damages shall be as follows if the actual Final Completion exceeds the required date of Final Completion:

19.1.1. \$0.00 per each Calendar day after the set Final Completion date.

ARTICLE 20. Additional Terms

- (1) Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
- (5) Reserved.**
- (6) Compliance with Applicable Funding Source Requirements.** Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional

documentation necessary for PHA to comply with applicable State or Federal funding requirements.

- (7) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (8) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (9) **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 and 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.
- (10) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- (11) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (12) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.
- (13) **Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Agreement or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in **two** original counterparts as of the day and year first above written.

A-1 Quality Construction
Contractor
 9-23-2021
Contractor Authorized Representative's
Signature / Date

Phil Coates, Owner
Contractor Authorized Representative's
Name / Title - Print or Type

542-23-1285
Federal I.D. Number

**14100 S. Carus Road, Oregon City, OR
97045**
Business Address - Street, City, State, Zip

143970
State of Oregon CCB License Number

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Chair, Tootie Smith
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Resident Commissioner, Ann Leenstra


**Signing on Behalf of the
Housing Authority Board**

Dated this ___ day of October, 2021.

Chair, Tootie Smith

Recording Secretary

Approved as to form

 09/23/2021

County Counsel

CERTIFICATION

I Phil Coates

certify that I am the Owner

at the corporation named as Contractor herein, that Phil Coates

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

 9-23-2021

Authorized Representative's Signature / Date

Phil Coates, Owner

Authorized Representative's Name / Title - Print or Type

October 21, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute contract between Housing Authority of Clackamas County (HACC) and Clackamas Women’s Services to provide Supportive Housing Case Management and Housing Navigation and Placement. Maximum Value \$298,549.00.

No County General Funds are involved

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| Purpose/Outcomes | Approval to execute the contract between HACC and Clackamas Women’s Services to provide housing navigation and placement as well as supportive housing case management services for the Supportive Housing Services Program |
| Dollar Amount and Fiscal Impact | Total value for the contract over the contract terms is \$298,549.00 |
| Funding Source | Supportive Housing Services Program funding as identified and approved by the Board of County Commissioners. No county general funds are involved. |
| Duration | Upon signature through October 31, 2022 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Counsel Review | 09/27/21; Andrew Naylor |
| Contact Person | Jill Smith, HACC Executive Director 503-742-5336 |
| Procurement Review | This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. |
| Contract No. | Contract No. 10363 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S) of Clackamas County, requests approval to execute a contract with Clackamas Women’s Services to provide supportive housing case management services and housing navigation and placement services for the Supportive Housing Services Program (SHS Program). The SHS Program is focused on providing permanent supportive housing and supportive services to vulnerable individuals in Clackamas County currently experiencing or at risk of experiencing homelessness, many of whom have a disability.

On August 5th, HACC issued a Request For Proposals (RFP) #06-2021 for supportive housing case management and housing navigation and placement services for the initial roll out of the SHS Program. This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. HACC received eleven (11) applications which were evaluated by members of the Continuum of Care Steering Committee (CoCSC), as the inclusive decision making body for the SHS Program as outlined in the Clackamas

County Local Implementation Plan (LIP). The five highest scoring applicants were notified of their award on September 2nd. Clackamas Women's Services was awarded to provide both supportive housing case management and housing navigation and placement services.

Clackamas Women's Services is an organization with nearly 40 years of experience providing services to Clackamas County residents. Their organization offers a wide-range of trauma-informed wrap-around services for those escaping interpersonal violence. Through this contract they will provide housing navigation and placement for at least 12 households and supportive housing case management services to at least 25 households.

Clackamas Women's Services will be providing housing navigation and placement services to assist households in locating and securing permanent housing by assisting them in overcoming any barriers they may be experiencing. They will link households to rent assistance vouchers programs including the Regional Long-term Rent Assistance Program (RLRA) and will also link them to ongoing Supportive Housing Case Management as needed to stay stably housed.

Clackamas Women's Services will be providing Supportive Housing Case Management to households needing additional wrap-around services in permanent placements. Supportive housing case management is often the missing piece that when added to rent assistance programs can lead to greater housing success.

The initial population served by this contract will be those transitioning from time-limited or temporary emergency housing to more permanent housing solutions. The contract also allows for additional households to be served as capacity and funding allows. This contract will secure services for one year with options to extend and expand to add new households for up to three additional years.

Together, providers awarded through this first successful RFP will be able to assist approximately 100 households with housing navigation and placement services and approximately 200 households with supportive housing case management services and begin the roll out of the SHS Program.

RECOMMENDATION:

Staff respectfully recommends that the Housing Authority Board of Clackamas County approve the contract between Clackamas Women's Services and HACC to provide supportive housing case management and housing navigation and placement services for the SHS Program. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign on behalf of the Housing Authority Board.

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing and Human Services

**HOUSING AUTHORITY OF CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 10363**

This Personal Service Contract (this "Contract") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas Women's Services ("Contractor") collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on October 31, 2022.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide housing navigation and placement as well as supportive housing case management services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Ninety Eight Thousand Five Hundred Forty Nine dollars (**\$298,549.00**), for accomplishing the Work required by this Contract. Consideration rates are on a fixed budget basis in accordance with the costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Contractor understands and agrees that HACC's obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon HACC receiving sufficient funds, as determined by HACC in its sole administrative discretion, from the Metro Regional Government ("Metro") under the supportive housing services program tax, approved as ballot measure 26-210.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following HACC's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. See Exhibit C.

Invoices shall reference the above Contract Number and be submitted to: Housing Authority of Clackamas County, HACCAP@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and HACC Contacts.

| Contractor | HACC |
|--|---|
| Administrator: Melissa Erlbaum Phone: (503) 341-7115 Email: melissae@cwsor.org | Administrator: Vahid Brown Phone: (971) 344-9870 Email: vbrown@clackamas.us |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 HACC 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend HACC, Clackamas County, and their officers, elected officials, agents and employees (“Indemnified Parties”) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the Indemnified Parties, nor purport to act as legal representative of the Indemnified Parties, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for the Indemnified Parties, nor shall Contractor settle any claim on behalf of the Indemnified Parties without the approval of the Clackamas County Counsel’s Office. The Indemnified Parties may, at their election and expense, assume provide housing navigation and placement as well as supportive housing case management services their own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045 or HACCSHS@clackamas.us.

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| Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126. |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage. |

Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045, or HACCSHS@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of HACC. HACC and Contractor intend that such Work Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice

HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. 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 and 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.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the pro rata permitted annual costs incurred as of the date of the notice of termination, less any amounts previously paid to Contractor by HACC and any setoff to which HACC is entitled. As used herein, "permitted annual costs" means those costs identified in the budget set forth in Exhibit B, Personal Service Contract Budget, and incurred in accordance with this Contract.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information

of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

SHS PROGRAM GUIDING PRINCIPLES AND EXPECTATIONS

I. Equity:

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, Contractor must develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with the HACC SHS team to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to equity and inclusion training on an on-going basis.

Outcomes:

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.

- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices that must be followed. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

Services:

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, Contractor must follow the following proven practices:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.

- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness. Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

System-wide Service Delivery Expectations (in addition to any items above):

Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain an effective working relationship. HACC will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.
- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by HACC

Housing Navigation & Placement Program Design

Contractor shall provide a housing navigation and placement program. This program will assist approximately 12 households in moving from the **designated hotel/motel shelter** setting (defined here as the motel shelter program funded directly by Clackamas County as part of its COVID-19 response efforts, or any other motel program funded by Clackamas County, with a population served designated by HACC) into permanent rental housing within the Metro jurisdictional boundaries and provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff). This program will provide connections with supportive services and any necessary re-location navigation, after initial housing placement. The goal will be to move approximately 12 households into permanent housing within six months.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible.

While it is anticipated some households may not engage with navigation and placement, multiple, progressive efforts will be made to engage each household, currently staying in the hotel/motel program, in a housing search plan. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement. Such provision of supplies will be considered an allowable expense under client assistance flexible funds.

The expected navigator to participant ratio is 1:10.

Housing navigation must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers, needs and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending RLRA briefing(s) and responding to program requirements to secure long term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.

Housing placement must include the following:

- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

Housing Navigation & Placement Program Benchmarks

To indicate program success, Contractor must meet the following benchmarks:

Timeline

1. Hire at least 75% of staff and enroll the first participant within 30 days of Contract execution;
2. Place at least one household into permanent housing within 45 days of Contract execution;

3. Place the higher of 2 households or 10% of total contracted households within 60 days of Contract execution;
4. Place 50% of total contracted households within 90 days of Contract execution;
5. Place 75% of total contracted households within 150 days of Contract execution;
6. Place 100% of total contracted households within 180 days of Contract execution; and
7. Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

*percent based on # of households contracted

The program will be expected to follow the timeline below, meeting each benchmark, as indicated. Unmet benchmarks will result in the following progressive action:

- First time missing a benchmark
 - Monitoring meeting with SHS Team to identify barriers and possible solutions
- Second time missing a benchmark
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HACC will use HMIS data to verify benchmark achievement. Contractor is expected to notify HACC through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

Supportive Housing Case Management (“SHCM”) Program Design

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability. This program will assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, as well as households who have obtained housing from the designated motel shelter program in maintaining that housing within the Metro jurisdictional area. Additionally, this program will work with the navigation program if re-location housing navigation services are needed after initial permanent housing placement.

Those permanently housed by the navigation component in this Contract will receive a warm hand-off into this supportive housing program. Subject to availability of funds, as determined by HACC in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program. HACC will also provide coordination to support smooth transitions between housing navigation/placement and supportive housing case management.

This program will assist approximately 25 households with supportive housing case management. Households are in scattered-site rental units within the Metro jurisdictional area. The expected case manager to participant ratio is 1:25. As more participants are added to the case load, more staff must be added to accommodate them.

Case management services are dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management.

Specific components of supportive housing case management include, but are not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly.
- Highly flexible services tailored to meet the needs of each household must be offered.
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
 - Ongoing relational support
 - Assistance responding to RLRA requirements including inspections and paperwork completion
 - Act as a landlord contact and assist in landlord relationship development
 - Education on tenant and landlord rights and responsibilities
 - Regular communication with the tenant and property management
 - Early intervention and support to address issues that could jeopardize housing stability
 - Problem solving and crisis management
 - Connection to independent living supports and/or provision of life skills training, as needed
 - Connections to education and employment opportunities
 - Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - Appropriate use of flexible funding to support housing stability goals
 - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - Coordination and connections with other supportive services as needed
 - Plan to "graduate" from housing subsidy and/or intensive housing case management services, as appropriate

Supportive Housing Case Management Benchmarks

To verify program implementation and progress toward participant success, Contractor must meet the following goals:

1. Serve participants, as assigned through case conferencing with partner agencies;
2. Communicate at least monthly with each participating household;
3. Maintain permanent housing for all program participants; and
4. Notify HACC through email if any of the goals above are not met.

If the Contractor fails to meet the requirements in #1 and 2 above, or a participant exits into homelessness (non-permanent housing situation), the following progressive action will result:

- First time failing to meet goals, as outlined above
 - Monitoring meeting with HACC to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
 - Another monitoring meeting which will result in a mutually agreed upon PIP
- Third time failing to meet goals, as outlined above
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including contract termination, available

In order to identify met and unmet goals, Contractor will notify HACC through email within the timeline listed below, if any of the following occur:

1. Decline to serve a participant assigned through case conferencing with partner agencies
 - a. Contact HACC team within 72 hrs
2. Fail to communicate at least monthly with participants
 - a. Contact HACC team within 30 days

3. Exit a participant to a homeless housing situation
 - a. Contact HACC team within 72 hrs

Notification with an acceptable explanation may avoid progressive action.

III. In addition to the obligations set forth above, Contractor shall perform the following:

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Equity
 - a. In alignment with HACC policies and procedures and in coordination with HACC SHS program staff, develop/implement a plan to ensure culturally responsive service delivery including:
 - Ensure access to services for people who do not speak the primary language of the service provider
 - A plan to provide services equitably to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees, recognizing intersectionality
 - A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
 - Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis
 - b. Prioritize vulnerable populations
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
3. Coordination
 - a. All program participants must be screened through CHA and effectively matched with the most appropriate and available services.
 - Where participants are already in permanent housing, this step is only appropriate if planning to refer to retention services outside of the Contractor
 - b. Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.
 - c. Attend training, community/system networking meetings, and case conferencing meetings as reasonably required by HACC.
4. Services
 - a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Services are aligned with Housing First principles (see Addendum – Definitions)
 - All services are low-barrier, not requiring pre-requisites to become eligible for services or housing
 - Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant
 - Services are highly flexible and tailored to meet the needs of each household
 - Diversion is attempted at every program “door,” when appropriate
 - Vulnerable populations are prioritized

- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
 - A written termination and/or exclusion policy that appropriately protects the interests of participants by:
 - applying a trauma and equity lens to evaluating rule violations
 - imposing sanctions short of termination whenever reasonably possible
 - informing the participant in clear terms of the reason for their termination and/or exclusion from the program
 - outlines the process for grieving the decision
 - Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
5. Participant Voice
- a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Participants lead development of their own individual service plans
 - All services are voluntary and that no participant is required to participate in a particular activity in order to receive services
 - Integrate participants (and/or those who were eligible but did not to participate) in decision-making during program/service development, delivery, and evaluation
 - An accessible and transparent grievance process for both program participants and those who were not offered services. Process must be reviewed and approved by HACC
 - b. Administer instrument to gather participant feedback, to be developed in coordination with and reviewed and approved by HACC
 - c. People with lived experience, who participate in decision-making and program development, will be paid for their time and expertise
6. General
- a. Provided services will be provided free of charge to participants
 - b. Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
 - c. All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes
 - d. Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
 - e. Adhere to all applicable Fair Housing laws
 - f. Provide staff and volunteers access to opportunities for continuing education on effective practices and approaches
7. Overall Program-specific
- a. If all contracted households have been served and there is existing staff capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:
 - Additional households to SHCM will be referred through CHA and supported with NP assistance
 - Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses
 - Vulnerable populations will be prioritized
 - i. Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - ii. Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness

8. Housing Navigation and Placement Program
 - a. Administer the housing navigation and placement program design set forth above
 - b. Maintain a provider to participant household ratio of not less than 1:10 unless otherwise authorized by HACC
 - c. Assist approximately 12 households in moving from the designated hotel/motel shelter setting into permanent rental housing within the Metro jurisdictional boundaries
 - d. Will implement benchmarks as outlined above
 - e. Participate in case conferencing meetings to coordinate with partner organizations, including designated COVID hotel/motel shelter provider, and determine which participants will be served by which Contractor.
 - Participant preference will be accommodated, whenever possible
 - f. Coordinate and communicate with designated COVID hotel/motel shelter providers to provide a warm hand-off from shelter to navigation and placement services
 - g. Provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff)
 - h. Provide connections with supportive services
 - i. Provide any necessary re-location navigation, after initial housing placement, as directed by Housing Authority
 - j. Make multiple, progressive efforts to engage each household, currently staying in the hotel/motel program, in a housing search plan
 - k. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement.
 - l. Provide the following services
 - Check-ins at least weekly with all participating households
 - Assessment of housing barriers, needs and preferences
 - Support and flexible funds to address immediate housing barriers
 - Assistance attending RLRA briefing and responding to program requirements to secure long term rent assistance
 - Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
 - Landlord engagement, establishing relationships with landlords to facilitate participant placement
 - Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
 - Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs
9. Supportive Housing Case Management (SHCM)
 - a. Administer the SHCM program design set forth above
 - b. Maintain a provider to participant household ratio of 1:25 unless otherwise approved by HACC
 - c. Assist approximately 25 households with supportive housing case management within the Metro jurisdictional boundaries
 - d. Will implement goals as outlined in the SHCM goals section
 - e. Provide services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability
 - f. Assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, in maintaining that housing within the Metro jurisdictional area
 - g. Accept a warm hand-off from the navigation and placement program
 - h. If relocation housing navigation services are needed after initial placement, work with the navigation program within the Contractor to successfully relocate
 - i. Specific components of supportive housing case management shall include, but are

not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
 - i. Ongoing relational support
 - ii. Assistance responding to RLRA requirements including inspections and paperwork completion
 - iii. Act as a landlord contact and assist in landlord relationship development
 - iv. Education on tenant and landlord rights and responsibilities
 - v. Regular communication with the tenant and property management
 - vi. Early intervention and support to address issues that could jeopardize housing stability
 - vii. Problem solving and crisis management
 - viii. Connection to independent living supports and/or provision of life skills training, as needed
 - ix. Connections to education and employment opportunities
 - x. Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - xi. Appropriate use of flexible funding to support housing stability goals
 - xii. Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - xiii. Coordination and connections with other supportive services as needed
 - xiv. Create a plan to "graduate" from housing subsidy and/or intensive housing case management services for each household
 - a. All households identified as meeting Population B (defined here as households who are experiencing or at risk of experiencing homelessness who are otherwise not Population A) will have a plan to "graduate" from subsidy and intensive case management
 - b. Households identified as meeting the Population A (defined here as households experiencing or at imminent risk of experiencing long term homelessness, with one or more disabling conditions, and who have incomes less than 30% AMI) will have a plan to "graduate" from subsidy and/or intensive case management, as appropriate
 - xv. Provide on-going, limited housing retention and crisis intervention to those who have "graduated" from intensive services, but continue to require a rental subsidy
- j. Provide case management services dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by "graduating" from rental subsidy and/or intensive case management

IV. HACCC SHS team responsibilities:

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Adhere to all applicable Fair Housing laws
3. Support in creating policy manual, including sharing examples
4. Provide quarterly "data report cards" pulled and analyzed from HMIS, including equity data
5. Provide HMIS access, training, and support
6. Provide connections to CHA and diversion training
7. Coordination, support, and/or facilitation of provider meetings, including case

- conferencing meetings, as needed
- 8. SHCM- pay monthly rental subsidies and deposits directly to the landlord with RLRA program
- 9. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
- 10. Connect NP and SHCM programs with the overall system of services for people experiencing homelessness
- 11. Support both formal and informal partnerships between provider organizations, including those newly formed
- 12. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use Disorder treatment
- 13. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
- 14. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
- 15. Assist with program access prioritization, as needed
- 16. Incorporate participant voice in SHS programming decisions
- 17. Maintain effective working relationships with contracted providers
- 18. Attend training and community/systems meetings
- 19. If all hotel/motel program participants have moved out of the hotel/motel, and there is additional funding for navigation and placement, direct NP programs to partner with other existing housing programs
- 20. Give at least 30 days' notice for changes in program participant demographics
- 21. Provide or assist with creation of necessary participant/program forms
- 22. Support Contractor in identifying households in the designated COVID hotel/motel program who may be a better fit for STRA/RRH than RLRA with on-going supportive housing case management
- 23. Coordinate with Contractor to serve people on CHA waitlists, if necessary
- 24. Apply the process as outlined in Navigation and Placement Benchmark and the SHCM goals sections described above

V. Reporting Requirements

Contractor will:

1. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
 - a. Complete all necessary initial HMIS data entry training within one month of contract execution
 - b. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
 - c. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
 - d. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date
 - e. Correct data quality, missing information, and null data errors as specified by SHS Data team within 14 days after the end of each fiscal quarter or as requested.
 - f. Collect, at minimum, universal data elements which include demographic information on all clients at entry

- g. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
- h. Ensure only authorized Contractor staff, trained by HACC, shall access the HMIS software
2. Complete narrative sections of quarterly “report cards” within 30 days of receipt
3. Quarterly “report cards” will include, at a minimum, but not limited to the following data categories:
 - a. HMIS data quality: % missing
 - b. Participant demographic data, including race and ethnicity
 - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
 - c. Navigation and Placement
 - i. Number of households served
 - ii. Length of time from program enrollment to permanent housing placement
 - iii. Number of households placed
 - iv. Number of relocations requested vs completed
 - d. Supportive Housing Case Management
 - i. Number of households served
 - ii. Bed/Unit utilization
 - iii. Rates of Permanent Housing
 1. Maintenance of housing in program
 2. Exits to other permanent housing
 3. Relocations within program to another PH unit
 4. Post-exit follow-up PH retention rates
 - iv. Rates of increased access to income and benefits
 - e. Narrative responses to questions that align with the Guiding Principles and Expectations
4. Work with HACC to finalize, then continually improve the quarterly “report card” template
5. Work with HACC to finalize, then continually improve on performance targets
6. Conduct post-program exit follow-up assessments at 6 and 12 months post-exit
 - a. Enter the results into HMIS
7. Prepare an annual participant feedback report
8. Submit to monitoring for contract compliance

HACC will:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Use HMIS data to create and provide quarterly “report card” to Contractor
5. Work with SHS-funded agencies, as a group, to finalize, then continually improve the quarterly “report card” template
6. Work with HACC to finalize, then continually improve on performance targets
7. Work with Contractor to identify strengths and weaknesses apparent in programming through data
8. Review and identify strengths and weaknesses from participant feedback report with Contractor
9. Monitor for contract compliance

Program Design

If all contracted households have been served and there is existing staff and funding capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:

- Additional households to SHCM will be referred through CHA and supported with NP

assistance.

- Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses.
- Vulnerable populations will be prioritized
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET**

| RFP #06-2021 Budget | | |
|---|--|----------------------|
| Line Item Category | Narrative/Description Please provide a <i>detailed</i> description of each line | Funds Requested |
| Housing Navigation/Placement Services | | |
| Staff Salaries | 1.0 FTE Housing Coordinator at \$58,000 and half of the .10 FTE Housing Program Director (\$79,000 x 10%/2 and half of the .20 FTE Housing Administrative Assistant (\$45,200 x 20%/2) | \$ 62,270.00 |
| Fringe Benefits | Benefits are included for each position and calculated | \$ 16,066.00 |
| Taxes | | |
| Telecommunications | | |
| Office Equipment | | |
| Office Supplies | | |
| Mileage | Charged at federal mileage rate of .56 cents | \$ 1,000.00 |
| Insurance | | |
| Office Occupancy/Rent | | |
| Education/Training | | |
| Program Expenses | \$5,000 for interpretation and translation services; \$5,000 for program-related expenses (examples include events/activities that facilitate community connection, supplies needed for support group activities/art-based therapy, wellness programming, etc.); | \$ 5,000.00 |
| Client Move-in Costs | | |
| Relocation Costs | Funds for the potential relocation of households currently in housing which need to be placed in a new unit. | \$ 10,000.00 |
| Client Services/Flexible Funding | Flexible funding is included to support housing stability goals, address immediate barriers, support | \$ 25,000.00 |
| Housing Navigation/Placement Subtotal: | | \$ 119,336.00 |
| Supportive Housing Case Management Services | | |
| Staff Salaries | 1.0 FTE Housing Case Manager at \$53,800 and half of the .10 FTE Housing Program Director (\$79,000 x 10%/2 and half of the .20 FTE Housing Administrative Assistant (\$45,200 x 20%/2) | \$ 66,470.00 |
| Fringe Benefits | Benefits are included for each position and calculated | \$ 16,780.00 |
| Taxes | | |
| Telecommunications | | |
| Office Equipment | | |
| Office Supplies | | |
| Mileage | Charged at federal mileage rate of .56 cents | \$ 1,000.00 |
| Insurance | | |
| Office Occupancy/Rent | | |
| Education/Training | | |
| Program Expenses | \$5,000 for interpretation and translation services; \$5,000 for program-related expenses (examples include events/activities that facilitate community connection, supplies needed for support group activities/art-based therapy, wellness programming, etc.); | \$ 5,000.00 |
| Client Services/Flexible Funding | Flexible funding is included to support housing stability | \$ 50,000.00 |
| Supportive Housing Case Management Subtotal: | | \$ 139,250.00 |
| Administration | | |
| Indirect Administration | U.S. Department of Justice ICR at 25.6% on a base of fringe and salary | \$ 39,963.00 |
| Administration Subtotal: | | \$ 39,963.00 |
| Total Funds Requested | | \$ 298,549.00 |

EXHIBIT C PERSONAL SERVICES CONTRACT INVOICE TEMPLATE

| Date(s) of Goods/Services | Description - Please provide a <i>detailed</i> description of each line item including client name <small>*supplemental attachments are required for personnel and mileage reimbursements*</small> | Contracted Budget Line Item Category | Population A/B | Funds Requested |
|--|---|---|----------------|-----------------|
| INVOICE | | | | |
| Health, Housing & Human Services CLACKAMAS COUNTY | | FYXX (xx/xx/xxxx-xx/xx/xxxx) Fill in actual costs & submit electronically to HACCSHS@clackamas.us | | |
| Contractor: _____ | | Billing Period (Month/Year): _____ | | |
| Project: _____ | | Contractor Invoice #: _____ | | |
| Address: _____ | | Contract #: _____ | | |
| Contact: _____ | | Contract \$ Maximum: _____ | | |
| Phone #: _____ | | Contract Term: _____ | | |
| Email: _____ | | | | |
| Housing Navigation/Placement Services | | | | |
| | | | | |
| | | | | |
| | | | | |
| Housing Navigation/Placement Subtotal: | | | | \$ - |
| Supportive Housing Case Management Services | | | | |
| | | | | |
| | | | | |
| | | | | |
| Supportive Housing Case Management Subtotal: | | | | \$ - |
| Indirect Administration | | | | |
| | | | | |
| Administration Subtotal: | | | | \$ - |
| Capacity Building For Culturally Specific Providers | | | | |
| | | | | |
| | | | | |
| | | | | |
| Capacity Building for Culturally Specific Providers Subtotal: | | | | \$ - |
| Short-term Rent Assistance | | | | |
| | | | | |
| | | | | |
| | | | | |
| Short Term Rent Assistance Subtotal: | | | | \$ - |
| Total Funds Requested: | | | | \$ - |
| <i>This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.</i> | | | | |
| PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed. | | | | |
| CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract. | | | | |
| Prepared by: _____ | | Date: _____ | | |
| Authorized Signer: _____ | | | | |
| HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE 13930 Gain St, Oregon City, OR 97045 Direct Line: (503) 655-8267 Fax: (503) 655-8676 HACCSHS@clackamas.us | | | | |

Mileage Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

| | |
|------------------|-----------------------------------|
| Contractor _____ | Billing Period (Month/Year) _____ |
| Project _____ | Contractor Invoice # _____ |
| Address _____ | Contract # _____ XXXX |
| Contact _____ | |
| Phone # _____ | |
| Email _____ | |

| Date of Travel | Name of Personnel and Client Served | # of miles traveled | Funds Requested |
|-------------------------|-------------------------------------|---------------------|-----------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Mileage Subtotal | | | \$ |

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____

Authorized Signer: _____ **Date:** _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 HACCShs@clackamas.us

Personnel Reimbursement Supplemental Form
FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

| | |
|------------------------|-----------------------------------|
| Contractor _____ | Billing Period (Month/Year) _____ |
| Project _____ | Contractor Invoice # _____ |
| Address _____ _____ | Contract # _____ XXXX |
| Contact _____ | |
| Phone # _____ | |
| Email _____ | |

| Days Worked | Name of Personnel | # of Hours Worked | Hourly Rate | Funds Requested |
|-----------------|-------------------|-------------------|------------------|-----------------|
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| Subtotal | | | Personnel | \$ |

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____
Authorized Signer: _____

Date: _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 |HACCSHS@clackamas.us

**EXHIBIT D
PERSONAL SERVICES CONTRACT
DEFINITIONS**

Culturally Responsive and Culturally Specific Services

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
 - Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
 - Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
 - Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
 - Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
 - Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;

- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community. Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.

- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

October 21, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute contract between Housing Authority of Clackamas County (HACC)
and Greater New Hope Family Services LLC to provide
Supportive Housing Case Management and Housing Navigation and Placement. Maximum Value
\$566,100.00
No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Approval to execute the contract between Housing Authority of Clackamas County and Greater New Hope Family Services LLC to provide housing navigation and placement as well as supportive housing case management services for the Supportive Housing Services Program |
| Dollar Amount and Fiscal Impact | Total value for the contract over the contract terms is \$566,100.00 |
| Funding Source | Supportive Housing Services Program funding as identified and approved by the Board of County Commissioners. No County General Funds are Involved. |
| Duration | Upon signature through October 31, 2022 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Counsel Review | 09/27/21; Andrew Naylor |
| Contact Person | Jill Smith, HACC Executive Director 503-742-5336 |
| Procurement Review | This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. |
| Contract No. | Contract No. 10377 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S) of Clackamas County, requests approval to execute a contract with Greater New Hope Family Services LLC to provide supportive housing case management services and housing navigation and placement services for the Supportive Housing Services Program (SHS Program). The SHS Program is focused on providing permanent supportive housing and supportive services to vulnerable individuals in Clackamas County currently experiencing or at risk of experiencing homelessness, many of whom have a disability.

On August 5th, HACC issued a Request For Proposals (RFP) #06-2021 for supportive housing case management and housing navigation and placement services for the initial roll out of the SHS Program. This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. HACC received eleven (11) applications which were evaluated by members of the Continuum of Care Steering Committee

(CoCSC), as the inclusive decision making body for the SHS Program as outlined in the Clackamas County Local Implementation Plan (LIP). The five highest scoring applicants were notified of their award on September 2nd. Greater New Hope Family Services LLC was awarded to provide both supportive housing case management and housing navigation and placement services.

Greater New Hope Family Services LLC is a culturally specific service provider with over a decade of experience serving the region's BIPOC community. Their work utilizes a strengths-based and trauma focused model to assist underserved and vulnerable members of the local BIPOC community. Through this contract they will provide housing navigation and placement for at least 20 households and supportive housing case management services to at least 45 households.

Greater New Hope Family Services LLC will be providing housing navigation and placement services to assist households in locating and securing permanent housing by assisting them in overcoming any barriers they may be experiencing. They will link households to rent assistance vouchers programs including the Regional Long-term Rent Assistance Program (RLRA) and will also link them to ongoing Supportive Housing Case Management as needed to stay stably housed.

Greater New Hope Family Services LLC will be providing Supportive Housing Case Management to households needing additional wrap-around services in permanent placements. Supportive housing case management is often the missing piece that when added to rent assistance programs can lead to greater housing success.

The initial population served by this contract will be those transitioning from time-limited or temporary emergency housing to more permanent housing solutions. The contract also allows for additional households to be served as capacity and funding allows. This contract will secure services for one year with options to extend and expand to add new households for up to three additional years.

Together, providers awarded through this first successful RFP will be able to assist approximately 100 households with housing navigation and placement services and approximately 200 households with supportive housing case management services and begin the roll out of the SHS Program.

RECOMMENDATION:

Staff respectfully recommends that the Housing Authority Board of Clackamas County approve the contract between Greater New Hope Family Services LLC and HACC to provide supportive housing case management and housing navigation and placement services for the SHS Program. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign the contract on behalf of the Housing Authority Board.

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing and Human Services

**HOUSING AUTHORITY OF CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 10377**

This Personal Service Contract (this "Contract") is entered into between the Housing Authority of Clackamas County ("HACC") and Greater New Hope Family Services LLC ("Contractor") collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on October 31, 2022.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide housing navigation and placement as well as supportive housing case management services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Five Hundred Sixty Six Thousand One Hundred Dollars (**\$566,100**), for accomplishing the Work required by this Contract. Consideration rates are on a fixed budget basis in accordance with the costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Contractor understands and agrees that HACC's obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon HACC receiving sufficient funds, as determined by HACC in its sole administrative discretion, from the Metro Regional Government ("Metro") under the supportive housing services program tax, approved as ballot measure 26-210.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following HACC's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. See Exhibit C.

Invoices shall reference the above Contract Number and be submitted to: Housing Authority of Clackamas County, HACCAP@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and HACC Contacts.

| Contractor | HACC |
|--|----------------------------|
| Administrator: Linda Ellerby | Administrator: Vahid Brown |
| Phone: (813) 417-4013 | Phone: (971) 334-9870 |
| Email: lindamontgomery.ellerby@yahoo.com | Email: vbrown@clackamas.us |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 HACC 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend HACC, Clackamas County, and their officers, elected officials, agents and employees (“Indemnified Parties”) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the Indemnified Parties, nor purport to act as legal representative of the Indemnified Parties, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for the Indemnified Parties, nor shall Contractor settle any claim on behalf of the Indemnified Parties without the approval of the Clackamas County Counsel’s Office. The Indemnified Parties may, at their election and expense, assume provide housing navigation and placement as well as supportive housing case management services their own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045 or HACCSHS@clackamas.us.

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|---|
| Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126. |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage. |

Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045, or HACCSHS@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of HACC. HACC and Contractor intend that such Work Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice

HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. 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 and 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.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the pro rata permitted annual costs incurred as of the date of the notice of termination, less any amounts previously paid to Contractor by HACC and any setoff to which HACC is entitled. As used herein, "permitted annual costs" means those costs identified in the budget set forth in Exhibit B, Personal Service Contract Budget, and incurred in accordance with this Contract.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information

of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of HACC may perform services under this Contract or be given access to Personal Information, Confidential Information or access to HACC facilities.

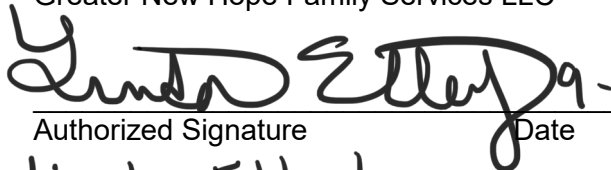
30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to HACC only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; HACC accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, HACC consents to such use by any other public agency.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Greater New Hope Family Services LLC

Housing Authority of Clackamas County

 9-27-21

Authorized Signature

Date

Tootie Smith, Chair


Date

Linda Ellerby
Name / Title (Printed)

Oregon Business Registry #

Approved as to Form

Entity Type / State of Formation



County Counsel

09/27/2021

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

SHS PROGRAM GUIDING PRINCIPLES AND EXPECTATIONS

I. Equity:

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, Contractor must develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with the HACC SHS team to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to equity and inclusion training on an on-going basis.

Outcomes:

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.

- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices that must be followed. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

Services:

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, Contractor must follow the following proven practices:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.

- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness. Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

System-wide Service Delivery Expectations (in addition to any items above):

Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain an effective working relationship. HACC will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.
- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by HACC

Housing Navigation & Placement Program Design

Contractor shall provide a housing navigation and placement program. This program will assist approximately 20 households in moving from the **designated hotel/motel shelter** setting (defined here as the motel shelter program funded directly by Clackamas County as part of its COVID-19 response efforts, or any other motel program funded by Clackamas County with a population served designated by HACC) into permanent rental housing within the Metro jurisdictional boundaries and provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff). This program will provide connections with supportive services and any necessary re-location navigation, after initial housing placement. The goal will be to move approximately 20 households into permanent housing within six months.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible.

While it is anticipated some households may not engage with navigation and placement, multiple, progressive efforts will be made to engage each household, currently staying in the hotel/motel program, in a housing search plan. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement. Such provision of supplies will be considered an allowable expense under client assistance flexible funds.

The expected navigator to participant ratio is 1:10.

Housing navigation must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers, needs and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending RLRA briefing(s) and responding to program requirements to secure long term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.

Housing placement must include the following:

- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

Housing Navigation & Placement Program Benchmarks

To indicate program success, Contractor must meet the following benchmarks:

Timeline

1. Hire at least 75% of staff and enroll the first participant within 30 days of Contract execution;
2. Place at least one household into permanent housing within 45 days of Contract execution;

3. Place the higher of 2 households or 10% of total contracted households within 60 days of Contract execution;
4. Place 50% of total contracted households within 90 days of Contract execution;
5. Place 75% of total contracted households within 150 days of Contract execution;
6. Place 100% of total contracted households within 180 days of Contract execution; and
7. Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

*percent based on # of households contracted

The program will be expected to follow the timeline below, meeting each benchmark, as indicated. Unmet benchmarks will result in the following progressive action:

- First time missing a benchmark
 - Monitoring meeting with SHS Team to identify barriers and possible solutions
- Second time missing a benchmark
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HACC will use HMIS data to verify benchmark achievement. Contractor is expected to notify HACC through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

Supportive Housing Case Management (“SHCM”) Program Design

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability. This program will assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, as well as households who have obtained housing from the designated motel shelter program in maintaining that housing within the Metro jurisdictional area. Additionally, this program will work with the navigation program if re-location housing navigation services are needed after initial permanent housing placement.

Those permanently housed by the navigation component in this Contract will receive a warm hand-off into this supportive housing program. Subject to availability of funds, as determined by HACC in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program. HACC will also provide coordination to support smooth transitions between housing navigation/placement and supportive housing case management.

This program will assist approximately 45 households with supportive housing case management. Households are in scattered-site rental units within the Metro jurisdictional area. The expected case manager to participant ratio is 1:25. As more participants are added to the case load, more staff must be added to accommodate them.

Case management services are dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management.

Specific components of supportive housing case management include, but are not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly.
- Highly flexible services tailored to meet the needs of each household must be offered.
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
 - Ongoing relational support
 - Assistance responding to RLRA requirements including inspections and paperwork completion
 - Act as a landlord contact and assist in landlord relationship development
 - Education on tenant and landlord rights and responsibilities
 - Regular communication with the tenant and property management
 - Early intervention and support to address issues that could jeopardize housing stability
 - Problem solving and crisis management
 - Connection to independent living supports and/or provision of life skills training, as needed
 - Connections to education and employment opportunities
 - Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - Appropriate use of flexible funding to support housing stability goals
 - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - Coordination and connections with other supportive services as needed
 - Plan to "graduate" from housing subsidy and/or intensive housing case management services, as appropriate

Supportive Housing Case Management Benchmarks

To verify program implementation and progress toward participant success, Contractor must meet the following goals:

1. Serve participants, as assigned through case conferencing with partner agencies;
2. Communicate at least monthly with each participating household;
3. Maintain permanent housing for all program participants; and
4. Notify HACC through email if any of the goals above are not met.

If the Contractor fails to meet the requirements in #1 and 2 above, or a participant exits into homelessness (non-permanent housing situation), the following progressive action will result:

- First time failing to meet goals, as outlined above
 - Monitoring meeting with HACC to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
 - Another monitoring meeting which will result in a mutually agreed upon PIP
- Third time failing to meet goals, as outlined above
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including contract termination, available

In order to identify met and unmet goals, Contractor will notify HACC through email within the timeline listed below, if any of the following occur:

1. Decline to serve a participant assigned through case conferencing with partner agencies
 - a. Contact HACC team within 72 hrs
2. Fail to communicate at least monthly with participants
 - a. Contact HACC team within 30 days

3. Exit a participant to a homeless housing situation
 - a. Contact HACC team within 72 hrs

Notification with an acceptable explanation may avoid progressive action.

III. In addition to the obligations set forth above, Contractor shall perform the following:

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Equity
 - a. In alignment with HACC policies and procedures and in coordination with HACC SHS program staff, develop/implement a plan to ensure culturally responsive service delivery including:
 - Ensure access to services for people who do not speak the primary language of the service provider
 - A plan to provide services equitably to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees, recognizing intersectionality
 - A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
 - Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis
 - b. Prioritize vulnerable populations
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
3. Coordination
 - a. All program participants must be screened through CHA and effectively matched with the most appropriate and available services.
 - Where participants are already in permanent housing, this step is only appropriate if planning to refer to retention services outside of the Contractor
 - b. Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.
 - c. Attend training, community/system networking meetings, and case conferencing meetings as reasonably required by HACC.
4. Services
 - a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Services are aligned with Housing First principles (see Addendum – Definitions)
 - All services are low-barrier, not requiring pre-requisites to become eligible for services or housing
 - Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant
 - Services are highly flexible and tailored to meet the needs of each household
 - Diversion is attempted at every program “door,” when appropriate
 - Vulnerable populations are prioritized

- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
 - A written termination and/or exclusion policy that appropriately protects the interests of participants by:
 - applying a trauma and equity lens to evaluating rule violations
 - imposing sanctions short of termination whenever reasonably possible
 - informing the participant in clear terms of the reason for their termination and/or exclusion from the program
 - outlines the process for grieving the decision
 - Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
5. Participant Voice
- a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Participants lead development of their own individual service plans
 - All services are voluntary and that no participant is required to participate in a particular activity in order to receive services
 - Integrate participants (and/or those who were eligible but did not to participate) in decision-making during program/service development, delivery, and evaluation
 - An accessible and transparent grievance process for both program participants and those who were not offered services. Process must be reviewed and approved by HACC
 - b. Administer instrument to gather participant feedback, to be developed in coordination with and reviewed and approved by HACC
 - c. People with lived experience, who participate in decision-making and program development, will be paid for their time and expertise
6. General
- a. Provided services will be provided free of charge to participants
 - b. Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
 - c. All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes
 - d. Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
 - e. Adhere to all applicable Fair Housing laws
 - f. Provide staff and volunteers access to opportunities for continuing education on effective practices and approaches
7. Overall Program-specific
- a. If all contracted households have been served and there is existing staff capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:
 - Additional households to SHCM will be referred through CHA and supported with NP assistance
 - Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses
 - Vulnerable populations will be prioritized
 - i. Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - ii. Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness

8. Housing Navigation and Placement Program
 - a. Administer the housing navigation and placement program design set forth above
 - b. Maintain a provider to participant household ratio of not less than 1:10 unless otherwise authorized by HACC
 - c. Assist approximately 20 households in moving from the designated hotel/motel shelter setting into permanent rental housing within the Metro jurisdictional boundaries
 - d. Will implement benchmarks as outlined above
 - e. Participate in case conferencing meetings to coordinate with partner organizations, including designated COVID hotel/motel shelter provider, and determine which participants will be served by which Contractor.
 - Participant preference will be accommodated, whenever possible
 - f. Coordinate and communicate with designated COVID hotel/motel shelter providers to provide a warm hand-off from shelter to navigation and placement services
 - g. Provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff)
 - h. Provide connections with supportive services
 - i. Provide any necessary re-location navigation, after initial housing placement, as directed by SHS team
 - j. Make multiple, progressive efforts to engage each household, currently staying in the hotel/motel program, in a housing search plan
 - k. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement.
 - l. Provide the following services
 - Check-ins at least weekly with all participating households
 - Assessment of housing barriers, needs and preferences
 - Support and flexible funds to address immediate housing barriers
 - Assistance attending RLRA briefing and responding to program requirements to secure long term rent assistance
 - Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
 - Landlord engagement, establishing relationships with landlords to facilitate participant placement
 - Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
 - Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs
9. Supportive Housing Case Management (SHCM)
 - a. Administer the SHCM program design set forth above
 - b. Maintain a provider to participant household ratio of 1:25 unless otherwise approved by HACC
 - c. Assist approximately 45 households with supportive housing case management within the Metro jurisdictional boundaries
 - d. Will implement goals as outlined in the SHCM goals section
 - e. Provide services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability
 - f. Assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, in maintaining that housing within the Metro jurisdictional area
 - g. Accept a warm hand-off from the navigation and placement program
 - h. If relocation housing navigation services are needed after initial placement, work with the navigation program within the Contractor to successfully relocate
 - i. Specific components of supportive housing case management shall include, but are

not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
 - i. Ongoing relational support
 - ii. Assistance responding to RLRA requirements including inspections and paperwork completion
 - iii. Act as a landlord contact and assist in landlord relationship development
 - iv. Education on tenant and landlord rights and responsibilities
 - v. Regular communication with the tenant and property management
 - vi. Early intervention and support to address issues that could jeopardize housing stability
 - vii. Problem solving and crisis management
 - viii. Connection to independent living supports and/or provision of life skills training, as needed
 - ix. Connections to education and employment opportunities
 - x. Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - xi. Appropriate use of flexible funding to support housing stability goals
 - xii. Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - xiii. Coordination and connections with other supportive services as needed
 - xiv. Create a plan to "graduate" from housing subsidy and/or intensive housing case management services for each household
 - a. All households identified as meeting Population B (defined here as households who are experiencing or at risk of experiencing homelessness who are otherwise not Population A) will have a plan to "graduate" from subsidy and intensive case management
 - b. Households identified as meeting the Population A (defined here as households experiencing or at imminent risk of experiencing long term homelessness, with one or more disabling conditions, and who have incomes less than 30% AML) will have a plan to "graduate" from subsidy and/or intensive case management, as appropriate
 - xv. Provide on-going, limited housing retention and crisis intervention to those who have "graduated" from intensive services, but continue to require a rental subsidy
- j. Provide case management services dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by "graduating" from rental subsidy and/or intensive case management

IV. HACCC SHS team responsibilities:

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Adhere to all applicable Fair Housing laws
3. Support in creating policy manual, including sharing examples
4. Provide quarterly "data report cards" pulled and analyzed from HMIS, including equity data
5. Provide HMIS access, training, and support
6. Provide connections to CHA and diversion training
7. Coordination, support, and/or facilitation of provider meetings, including case

- conferencing meetings, as needed
8. SHCM- pay monthly rental subsidies and deposits directly to the landlord with RLRA program
 9. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
 10. Connect NP and SHCM programs with the overall system of services for people experiencing homelessness
 11. Support both formal and informal partnerships between provider organizations, including those newly formed
 12. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use Disorder treatment
 13. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
 14. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
 15. Assist with program access prioritization, as needed
 16. Incorporate participant voice in SHS programming decisions
 17. Maintain effective working relationships with contracted providers
 18. Attend training and community/systems meetings
 19. If all hotel/motel program participants have moved out of the hotel/motel, and there is additional funding for navigation and placement, direct NP programs to partner with other existing housing programs
 20. Give at least 30 days' notice for changes in program participant demographics
 21. Provide or assist with creation of necessary participant/program forms
 22. Support Contractor in identifying households in the designated COVID hotel/motel program who may be a better fit for STRA/RRH than RLRA with on-going supportive housing case management
 23. Coordinate with Contractor to serve people on CHA waitlists, if necessary
 24. Apply the process as outlined in Navigation and Placement Benchmark and the SHCM goals sections described above

V. Reporting Requirements

Contractor will:

1. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
 - a. Complete all necessary initial HMIS data entry training within one month of contract execution
 - b. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
 - c. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
 - d. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date
 - e. Correct data quality, missing information, and null data errors as specified by SHS Data team within 14 days after the end of each fiscal quarter or as requested.
 - f. Collect, at minimum, universal data elements which include demographic information on all clients at entry

- g. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
- h. Ensure only authorized Contractor staff, trained by HACC, shall access the HMIS software
2. Complete narrative sections of quarterly “report cards” within 30 days of receipt
3. Quarterly “report cards” will include, at a minimum, but not limited to the following data categories:
 - a. HMIS data quality: % missing
 - b. Participant demographic data, including race and ethnicity
 - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
 - c. Navigation and Placement
 - i. Number of households served
 - ii. Length of time from program enrollment to permanent housing placement
 - iii. Number of households placed
 - iv. Number of relocations requested vs completed
 - d. Supportive Housing Case Management
 - i. Number of households served
 - ii. Bed/Unit utilization
 - iii. Rates of Permanent Housing
 1. Maintenance of housing in program
 2. Exits to other permanent housing
 3. Relocations within program to another PH unit
 4. Post-exit follow-up PH retention rates
 - iv. Rates of increased access to income and benefits
 - e. Narrative responses to questions that align with the Guiding Principles and Expectations
4. Work with HACC to finalize, then continually improve the quarterly “report card” template
5. Work with HACC to finalize, then continually improve on performance targets
6. Conduct post-program exit follow-up assessments at 6 and 12 months post-exit
 - a. Enter the results into HMIS
7. Prepare an annual participant feedback report
8. Submit to monitoring for contract compliance

HACC will:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Use HMIS data to create and provide quarterly “report card” to Contractor
5. Work with SHS-funded agencies, as a group, to finalize, then continually improve the quarterly “report card” template
6. Work with HACC to finalize, then continually improve on performance targets
7. Work with Contractor to identify strengths and weaknesses apparent in programming through data
8. Review and identify strengths and weaknesses from participant feedback report with Contractor
9. Monitor for contract compliance

Program Design

If all contracted households have been served and there is existing staff and funding capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:

- Additional households to SHCM will be referred through CHA and supported with NP

assistance.

- Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses.
- Vulnerable populations will be prioritized
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.

**EXHIBIT B
PERSONAL SERVICES CONTRACT
BUDGET**

| RFP #06-2021 Budget | | |
|--|--|----------------------|
| Line Item Category | Narrative/Description | Funds Requested |
| Housing Navigation/Placement Services | | |
| Staff Salaries | | \$ 166,800.00 |
| Fringe Benefits | | \$ 21,600.00 |
| Taxes | | \$ 10,000.00 |
| Telecommunications | | \$ 2,400.00 |
| Office Equipment | | \$ 2,500.00 |
| Office Supplies | | \$ 2,500.00 |
| Mileage | | \$ 2,750.00 |
| Insurance | | \$ 3,000.00 |
| Office Occupancy/Rent | | \$ 12,500.00 |
| Program Expenses | | |
| Client Move-in Costs | | \$ 40,000.00 |
| Relocation Costs | Funds for the potential relocation of households currently in housing which need to be placed in a new unit. | \$ 10,000.00 |
| Client Services/Flexible Funding | | \$ 25,000.00 |
| Housing Navigation/Placement Subtotal: | | \$ 299,050.00 |
| Supportive Housing Case Management Services | | |
| Staff Salaries | | \$ 166,800.00 |
| Fringe Benefits | | \$ 21,600.00 |
| Taxes | | \$ 10,000.00 |
| Telecommunications | | \$ 2,400.00 |
| Office Equipment | | \$ 2,500.00 |
| Office Supplies | | \$ 2,500.00 |
| Mileage | | \$ 2,750.00 |
| Insurance | | \$ 3,000.00 |
| Office Occupancy/Rent | | \$ 12,500.00 |
| Program Expenses | | |
| Client Services/Flexible Funding | | \$ 25,000.00 |
| Supportive Housing Case Management Subtotal: | | \$ 249,050.00 |
| Administration | | |
| Indirect Administration | | \$ 18,000.00 |
| Administration Subtotal: | | \$ 18,000.00 |
| Capacity Building For Culturally Specific Providers | | |
| Education/Training | | |
| Capacity Building for Culturally Specific Providers Subtotal: | | \$ - |
| Total Funds Requested | | \$ 566,100.00 |

**EXHIBIT C
PERSONAL SERVICES CONTRACT
INVOICE TEMPLATE**

| | | | | | INVOICE | | | | |
|--|---|--------------------------------------|------------------------------------|-----------------|--|--|--|--|--|
| | | | | | FYXX (xx/xx/xxxx-xx/xx/xxxx) | | | | |
| | | | | | Fill in actual costs & submit electronically to HACCSHS@clackamas.us | | | | |
| Contractor: _____ | | | Billing Period (Month/Year): _____ | | | | | | |
| Project: _____ | | | Contractor Invoice #: _____ | | | | | | |
| Address: _____ | | | Contract #: _____ | | | | | | |
| Contact: _____ | | | Contract \$ Maximum: _____ | | | | | | |
| Phone #: _____ | | | Contract Term: _____ | | | | | | |
| Email: _____ | | | | | | | | | |
| Date(s) of Goods/Services | Description - Please provide a <i>detailed</i> description of each line item including client name <small>*supplemental attachments are required for personnel and mileage reimbursements*</small> | Contracted Budget Line Item Category | Population A/B | Funds Requested | | | | | |
| Housing Navigation/Placement Services | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Housing Navigation/Placement Subtotal: | | | | \$ - | | | | | |
| Supportive Housing Case Management Services | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Supportive Housing Case Management Subtotal: | | | | \$ - | | | | | |
| Indirect Administration | | | | | | | | | |
| | | | | | | | | | |
| Administration Subtotal: | | | | \$ - | | | | | |
| Capacity Building For Culturally Specific Providers | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Capacity Building for Culturally Specific Providers Subtotal: | | | | \$ - | | | | | |
| Short-term Rent Assistance | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Short Term Rent Assistance Subtotal: | | | | \$ - | | | | | |
| Total Funds Requested: | | | | \$ - | | | | | |
| <small>This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.</small> | | | | | | | | | |
| <small>PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.</small> | | | | | | | | | |
| <small>CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.</small> | | | | | | | | | |
| Prepared by: _____ | | | Date: _____ | | | | | | |
| Authorized Signer: _____ | | | | | | | | | |
| <small>HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE 13930 Gain St, Oregon City, OR 97045 Direct Line: (503) 655-8267 Fax: (503) 655-8676 HACCSHS@clackamas.us</small> | | | | | | | | | |

Mileage Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

| | |
|------------------|-----------------------------------|
| Contractor _____ | Billing Period (Month/Year) _____ |
| Project _____ | Contractor Invoice # _____ |
| Address _____ | Contract # <u>XXXX</u> |
| Contact _____ | |
| Phone # _____ | |
| Email _____ | |

| Date of Travel | Name of Personnel and Client Served | # of miles traveled | Funds Requested |
|-------------------------|-------------------------------------|---------------------|-----------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Mileage Subtotal | | | \$ |

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____

Authorized Signer: _____ **Date:** _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 HACCSSHS@clackamas.us

**Personnel Reimbursement Supplemental Form
FYXX (xx/xx/xxxx-xx/xx/xxxx)**

Fill in actual costs & attach to the associated invoice

| | |
|------------------------|-----------------------------------|
| Contractor _____ | Billing Period (Month/Year) _____ |
| Project _____ | Contractor Invoice # _____ |
| Address _____ _____ | Contract # _____ XXXX |
| Contact _____ | |
| Phone # _____ | |
| Email _____ | |

| Days Worked | Name of Personnel | # of Hours Worked | Hourly Rate | Funds Requested |
|-----------------|-------------------|-------------------|------------------|-----------------|
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| Subtotal | | | Personnel | \$ |

This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____
Authorized Signer: _____

Date: _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 |HACCSHS@clackamas.us

**EXHIBIT D
PERSONAL SERVICES CONTRACT
DEFINITIONS**

Culturally Responsive and Culturally Specific Services

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsivity to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
 - Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
 - Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
 - Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
 - Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
 - Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;

- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community. Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.

- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

October 21, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute contract between Housing Authority of Clackamas County (HACC) and Northwest Family Services to provide Supportive Housing Case Management, Housing Navigation and Placement, and Short-term Rental Assistance. Maximum Contract Value \$900,156.00
No County General Funds Involved

| | |
|--|---|
| Purpose/Outcomes | Approval to execute the contract between Housing Authority of Clackamas County and Northwest Family Services to provide housing navigation and placement, supportive housing case management services, and short-term rental assistance for the Supportive Housing Services Program |
| Dollar Amount and Fiscal Impact | Total value for the contract over the contract terms is \$900,156.00 |
| Funding Source | Supportive Housing Services Program funding as identified and approved by the Board of County Commissioners. No County General Funds Involved. |
| Duration | Upon signature through October 31, 2022 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Counsel Review | 09/23/21; Andrew Naylor |
| Contact Person | Jill Smith, HACC Executive Director 503-742-5336 |
| Procurement Review | This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. |
| Contract No. | Contract No. 10374 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S) of Clackamas County, requests approval to execute a contract with Northwest Family Services to provide supportive housing case management services, housing navigation and placement services, and short-term rental assistance for the Supportive Housing Services Program (SHS Program). The SHS Program is focused on providing permanent supportive housing and supportive services to vulnerable individuals in Clackamas County currently experiencing or at risk of experiencing homelessness, many of whom have a disability.

On August 5th, HACC issued a Request For Proposals (RFP) #06-2021 for supportive housing case management and housing navigation and placement services for the initial roll out of the SHS Program. This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. HACC received eleven (11) applications which were evaluated by members of the Continuum of Care Steering Committee (CoCSC), as the inclusive decision making body for the SHS Program as outlined in the Clackamas

County Local Implementation Plan (LIP). The five highest scoring applicants were notified of their award on September 2nd. Northwest Family Services was awarded to provide both supportive housing case management and housing navigation and placement services. During the subsequent contract negotiations Northwest Family Services also agreed to provide short-term rental assistance.

Northwest Family Services is a Clackamas County based organization with nearly 40 years of experience providing services to Clackamas County residents. Their extensive work in our community has given their staff an intimate knowledge of Clackamas County residents' challenges and needs. Through this contract they will provide housing navigation and placement for at least 40 households, supportive housing case management services for at least 65 households, and short-term rental assistance for 10 households.

Northwest Family Services will be providing housing navigation and placement services to assist households in locating and securing permanent housing by assisting them in overcoming any barriers they may be experiencing. They will link households to rent assistance vouchers programs including the Regional Long-term Rent Assistance Program (RLRA) and will also link them to ongoing Supportive Housing Case Management as needed to stay stably housed.

Northwest Family Services will be providing Supportive Housing Case Management to households needing additional wrap-around services in permanent placements. Supportive housing case management is often the missing piece that when added to rent assistance programs can lead to greater housing success.

The initial population served by this contract will be those transitioning from time-limited or temporary emergency housing to more permanent housing solutions. The contract also allows for additional households to be served as capacity and funding allows. This contract will secure services for one year with options to extend and expand to add new households for up to three additional years.

Together, providers awarded through this first successful RFP will be able to assist approximately 100 households with housing navigation and placement services and approximately 200 households with supportive housing case management services and begin the roll out of the SHS Program.

RECOMMENDATION:

Staff respectfully recommends that the Housing Authority Board of Clackamas County approve the contract between Northwest Family Services and HACCC to provide supportive housing case management, housing navigation and placement services, and short-term rental assistance for the SHS Program. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign the contract on behalf of the Housing Authority Board.

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing and Human Services

**HOUSING AUTHORITY OF CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 10374**

This Personal Service Contract (this "Contract") is entered into between the Housing Authority of Clackamas County ("HACC") and Northwest Family Services ("Contractor") collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on October 31, 2022.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide housing navigation and placement as well as supportive housing case management services ("Work"), further described in Exhibit A.
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Nine Hundred Thousand One Hundred Fifty Six Dollars (**\$900,156**), for accomplishing the Work required by this Contract. Consideration rates are on a fixed budget basis in accordance with the costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Contractor understands and agrees that HACC's obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon HACC receiving sufficient funds, as determined by HACC in its sole administrative discretion, from the Metro Regional Government ("Metro") under the supportive housing services program tax, approved as ballot measure 26-210.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following HACC's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. See Exhibit C.

Invoices shall reference the above Contract Number and be submitted to: Housing Authority of Clackamas County, HACCAP@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and HACC Contacts.

| Contractor | HACC |
|--|--|
| Administrator: Rose Fuller Phone: (503) 546-6577 Email: rfuller@nwfs.org | Administrator: Vahid Brown Phone: (971) 334-9870 Email: vbrown@clackams.us |

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 HACC 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend HACC, Clackamas County, and their officers, elected officials, agents and employees (“Indemnified Parties”) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the Indemnified Parties, nor purport to act as legal representative of the Indemnified Parties, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for the Indemnified Parties, nor shall Contractor settle any claim on behalf of the Indemnified Parties without the approval of the Clackamas County Counsel’s Office. The Indemnified Parties may, at their election and expense, assume provide housing navigation and placement as well as supportive housing case management services their own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045 or HACCSHS@clackamas.us.

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|---|
| Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126. |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage. |

Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045, or HACCSHS@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of HACC. HACC and Contractor intend that such Work Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice

HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. 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 and 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.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the pro rata permitted annual costs incurred as of the date of the notice of termination, less any amounts previously paid to Contractor by HACC and any setoff to which HACC is entitled. As used herein, "permitted annual costs" means those costs identified in the budget set forth in Exhibit B, Personal Service Contract Budget, and incurred in accordance with this Contract.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information

of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of HACC may perform services under this Contract or be given access to Personal Information, Confidential Information or access to HACC facilities.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to HACC only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; HACC accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, HACC consents to such use by any other public agency.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Northwest Family Services



9/23/2021

Authorized Signature

Date

Housing Authority of Clackamas County

Tootie Smith, Chair

Date

Rose Fuller, Executive Director

Name / Title (Printed)

17010018

Oregon Business Registry #

Domestic Nonprofit Corporation

Entity Type / State of Formation

Approved as to Form:



County Counsel

09/23/2021

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

SHS PROGRAM GUIDING PRINCIPLES AND EXPECTATIONS

Equity:

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, Contractor must develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with the HACC SHS team to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to equity and inclusion training on an on-going basis.

Outcomes:

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.
- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.

- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices that must be followed. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

Services:

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, Contractor must follow the following proven practices:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.

- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness. Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

System-wide Service Delivery Expectations (in addition to any items above). Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain an effective working relationship. HACC will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.
- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by HACC

Housing Navigation & Placement Program Design

Contractor shall provide a housing navigation and placement program. This program will assist approximately 40 households in moving from the **designated hotel/motel shelter** setting (defined here as the motel shelter program funded directly by Clackamas County as part of its COVID-19 response efforts, or any other motel program funded by Clackamas County, with a population served designated by HACC) into permanent rental housing within the Metro jurisdictional boundaries and provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff). This program will provide connections with supportive services and any necessary re-location navigation, after initial housing placement. The goal will be to move approximately 40 households into permanent housing within six months.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible.

While it is anticipated some households may not engage with navigation and placement, multiple, progressive efforts will be made to engage each household, currently staying in the hotel/motel program, in a housing search plan. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement. Such provision of supplies will be considered an allowable expense under client assistance flexible funds.

The expected navigator to participant ratio is 1:10.

Housing navigation must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers, needs and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending RLRA briefing(s) and responding to program requirements to secure long term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.

Housing placement must include the following:

- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

Housing Navigation & Placement Program Benchmarks

To indicate program success, Contractor must meet the following benchmarks:

Timeline

1. Hire at least 75% of staff and enroll the first participant within 30 days of Contract execution;
2. Place at least one household into permanent housing within 45 days of Contract execution;

3. Place the higher of 2 households or 10% of total contracted households within 60 days of Contract execution;
4. Place 50% of total contracted households within 90 days of Contract execution;
5. Place 75% of total contracted households within 150 days of Contract execution;
6. Place 100% of total contracted households within 180 days of Contract execution; and
7. Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

*percent based on # of households contracted

The program will be expected to follow the timeline below, meeting each benchmark, as indicated. Unmet benchmarks will result in the following progressive action:

- First time missing a benchmark
 - Monitoring meeting with SHS Team to identify barriers and possible solutions
- Second time missing a benchmark
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HACC will use HMIS data to verify benchmark achievement. Contractor is expected to notify HACC through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

Supportive Housing Case Management (“SHCM”) Program Design

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability. This program will assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, as well as households who have obtained housing from the designated motel shelter program in maintaining that housing within the Metro jurisdictional area. Additionally, this program will work with the navigation program if re-location housing navigation services are needed after initial permanent housing placement.

Those permanently housed by the navigation component in this Contract will receive a warm hand-off into this supportive housing program. Subject to availability of funds, as determined by HACC in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program. HACC will also provide coordination to support smooth transitions between housing navigation/placement and supportive housing case management.

This program will assist approximately 65 households with supportive housing case management. Households are in scattered-site rental units within the Metro jurisdictional area. The expected case manager to participant ratio is 1:25. As more participants are added to the case load, more staff must be added to accommodate them.

Case management services are dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management.

Specific components of supportive housing case management include, but are not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly.
- Highly flexible services tailored to meet the needs of each household must be offered.
- Services must be offered based upon the individual’s needs and desires. These services must include, but are not limited to:
 - Ongoing relational support
 - Assistance responding to RLRA requirements including inspections and paperwork completion
 - Act as a landlord contact and assist in landlord relationship development
 - Education on tenant and landlord rights and responsibilities
 - Regular communication with the tenant and property management
 - Early intervention and support to address issues that could jeopardize housing stability
 - Problem solving and crisis management
 - Connection to independent living supports and/or provision of life skills training, as needed
 - Connections to education and employment opportunities
 - Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - Appropriate use of flexible funding to support housing stability goals
 - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - Coordination and connections with other supportive services as needed
 - Plan to “graduate” from housing subsidy and/or intensive housing case management services, as appropriate

Supportive Housing Case Management Benchmarks

To verify program implementation and progress toward participant success, Contractor must meet the following goals:

1. Serve participants, as assigned through case conferencing with partner agencies;
2. Communicate at least monthly with each participating household;
3. Maintain permanent housing for all program participants; and
4. Notify HACC through email if any of the goals above are not met.

If the Contractor fails to meet the requirements in #1 and 2 above, or a participant exits into homelessness (non-permanent housing situation), the following progressive action will result:

- First time failing to meet goals, as outlined above
 - Monitoring meeting with HACC to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
 - Another monitoring meeting which will result in a mutually agreed upon PIP
- Third time failing to meet goals, as outlined above
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including contract termination, available

In order to identify met and unmet goals, Contractor will notify HACC through email within the timeline listed below, if any of the following occur:

1. Decline to serve a participant assigned through case conferencing with partner agencies
 - a. Contact HACC team within 72 hrs
2. Fail to communicate at least monthly with participants
 - a. Contact HACC team within 30 days
3. Exit a participant to a homeless housing situation
 - a. Contact HACC team within 72 hrs

Notification with an acceptable explanation may avoid progressive action.

Short Term Rental Assistance (STRA)/Rapid Rehousing (RRH) Program Design

Contractor shall provide STRA/RRH program services. This service component type includes rental assistance and supportive services that can be used to help households move from the COVID hotel/motel program to permanent housing. Services should align with the Housing First model (see Addendum – Definitions). All households served with STRA/RRH must first be screened through CHA. Diversion must be attempted before providing re-location assistance. STRA/RRH should be connected with the navigation service component, when appropriate.

Services must be tailored to meet each household's specific needs and must include, but are not limited to, the following:

- Short-term rent assistance for up to two years
- Supportive housing case management for up to two years
- Flexible funding to support housing stability goals
- Plan to increase income through education, employment, and/or benefits support
- Plan to “graduate” from housing subsidy and intensive services
- Mediation between the landlord and resident, as needed

Contractor shall create a plan to transition all RRH/STRA households who have higher needs to RLRA with or without supportive services, depending on the need.

Short Term Rental Assistance (STRA)/Rapid Rehousing (RRH) Program Goals

To verify program implementation and progress toward participant success, the following goals must be met:

1. Serve participants, as assigned through case conferencing with partner agencies
2. Communicate at least monthly with each participating household
3. Assist participants to “graduate” from housing subsidy and intensive case management services

If the Contractor fails to meet the requirements in #1 and 2 above, or quarterly “report cards” do not show progress toward program graduation, the following progressive action will result:

- First time failing to meet goals, as outlined above
 - Monitoring meeting with SHS Team to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
 - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time failing to meet goals, as outlined above
 - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including contract termination, available

In addition to the obligations set forth above, Contractor shall perform the following:

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Equity
 - a. In alignment with HACC policies and procedures and in coordination with HACC SHS program staff, develop/implement a plan to ensure culturally responsive service delivery including:
 - Ensure access to services for people who do not speak the primary language of the service provider
 - A plan to provide services equitably to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees, recognizing intersectionality
 - A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
 - Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis
 - b. Prioritize vulnerable populations
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
3. Coordination
 - a. All program participants must be screened through CHA and effectively matched with the most appropriate and available services.
 - Where participants are already in permanent housing, this step is only appropriate if planning to refer to retention services outside of the Contractor
 - b. Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.
 - c. Attend training, community/system networking meetings, and case conferencing meetings as reasonably required by HACC.
4. Services
 - a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Services are aligned with Housing First principles (see Addendum – Definitions)
 - All services are low-barrier, not requiring pre-requisites to become eligible for services or housing
 - Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant
 - Services are highly flexible and tailored to meet the needs of each household
 - Diversion is attempted at every program “door,” when appropriate
 - Vulnerable populations are prioritized
 - Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
 - A written termination and/or exclusion policy that appropriately protects the interests of participants by:
 - applying a trauma and equity lens to evaluating rule violations

- imposing sanctions short of termination whenever reasonably possible
 - informing the participant in clear terms of the reason for their termination and/or exclusion from the program
 - outlines the process for grieving the decision
 - Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
5. Participant Voice
 - a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
 - Participants lead development of their own individual service plans
 - All services are voluntary and that no participant is required to participate in a particular activity in order to receive services
 - Integrate participants (and/or those who were eligible but did not to participate) in decision-making during program/service development, delivery, and evaluation
 - An accessible and transparent grievance process for both program participants and those who were not offered services. Process must be reviewed and approved by HACC
 - b. Administer instrument to gather participant feedback, to be developed in coordination with and reviewed and approved by HACC
 - c. People with lived experience, who participate in decision-making and program development, will be paid for their time and expertise
 6. General
 - a. Provided services will be provided free of charge to participants
 - b. Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
 - c. All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes
 - d. Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
 - e. Adhere to all applicable Fair Housing laws
 - f. Provide staff and volunteers access to opportunities for continuing education on effective practices and approaches
 7. Overall Program-specific
 - a. If all contracted households have been served and there is existing staff capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:
 - Additional households to SHCM will be referred through CHA and supported with NP assistance
 - Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses
 - Vulnerable populations will be prioritized
 - i. Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
 - ii. Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
 8. Housing Navigation and Placement Program
 - a. Administer the housing navigation and placement program design set forth above
 - b. Maintain a provider to participant household ratio of not less than 1:10 unless otherwise authorized by HACC
 - c. Assist approximately 40 households in moving from the designated hotel/motel

- shelter setting into permanent rental housing within the Metro jurisdictional boundaries
- d. Will implement benchmarks as outlined above
 - e. Participate in case conferencing meetings to coordinate with partner organizations, including designated COVID hotel/motel shelter provider, and determine which participants will be served by which Contractor.
 - Participant preference will be accommodated, whenever possible
 - f. Coordinate and communicate with designated COVID hotel/motel shelter providers to provide a warm hand-off from shelter to navigation and placement services
 - g. Provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff)
 - h. Provide connections with supportive services
 - i. Provide any necessary re-location navigation, after initial housing placement, as directed by SHS team
 - j. Make multiple, progressive efforts to engage each household, currently staying in the hotel/motel program, in a housing search plan
 - k. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement.
 - l. Provide the following services
 - Check-ins at least weekly with all participating households
 - Assessment of housing barriers, needs and preferences
 - Support and flexible funds to address immediate housing barriers
 - Assistance attending RLRA briefing and responding to program requirements to secure long term rent assistance
 - Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
 - Landlord engagement, establishing relationships with landlords to facilitate participant placement
 - Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
 - Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs
9. Supportive Housing Case Management (SHCM)
- a. Administer the SHCM program design set forth above
 - b. Maintain a provider to participant household ratio of 1:25 unless otherwise approved by HACC
 - c. Assist approximately 65 households with supportive housing case management within the Metro jurisdictional boundaries
 - d. Will implement goals as outlined in the SHCM goals section
 - e. Provide services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability
 - f. Assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, in maintaining that housing within the Metro jurisdictional area
 - g. Accept a warm hand-off from the navigation and placement program
 - h. If relocation housing navigation services are needed after initial placement, work with the navigation program within the Contractor to successfully relocate
 - i. Specific components of supportive housing case management shall include, but are not limited to:
 - One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly
 - Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:

- i. Ongoing relational support
 - ii. Assistance responding to RLRA requirements including inspections and paperwork completion
 - iii. Act as a landlord contact and assist in landlord relationship development
 - iv. Education on tenant and landlord rights and responsibilities
 - v. Regular communication with the tenant and property management
 - vi. Early intervention and support to address issues that could jeopardize housing stability
 - vii. Problem solving and crisis management
 - viii. Connection to independent living supports and/or provision of life skills training, as needed
 - ix. Connections to education and employment opportunities
 - x. Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
 - xi. Appropriate use of flexible funding to support housing stability goals
 - xii. Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
 - xiii. Coordination and connections with other supportive services as needed
 - xiv. Create a plan to “graduate” from housing subsidy and/or intensive housing case management services for each household
 - a. All households identified as meeting Population B (defined here as households who are experiencing or at risk of experiencing homelessness who are otherwise not Population A) will have a plan to “graduate” from subsidy and intensive case management
 - b. Households identified as meeting the Population A (defined here as households experiencing or at imminent risk of experiencing long term homelessness, with one or more disabling conditions, and who have incomes less than 30% AMI) will have a plan to “graduate” from subsidy and/or intensive case management, as appropriate
 - xv. Provide on-going, limited housing retention and crisis intervention to those who have “graduated” from intensive services, but continue to require a rental subsidy
 - j. Provide case management services dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management
10. Short term Rental Assistance/Rapid Rehousing
- a. With support from HACC and other providers, identify households in the COVID hotel/motel program who may be a better fit for STRA/RRH than RLRA with on-going supportive housing case management.
 - b. If all contracted households have been served and there is existing staff and funding capacity, STRA/RRH Contractor will serve households referred through CHA.
 - c. Connect STRA/RRH with the navigation service component, when appropriate.
 - d. Services must include, but are not limited to, the following:
 - i. Provide Short-term rental subsidy directly to landlords for scattered-site units within the Metro boundary for up to two years
 - ii. Supportive housing case management for up to two years
 - iii. Flexible funding to support housing stability goals
 - iv. Plan to increase income through education, employment, and/or benefits support
 - v. Plan to “graduate” from housing subsidy and intensive services
 - vi. Mediation between the landlord and resident, as needed

- e. Create and apply a flexible rent assistance policy, showing how households will progress toward “graduation” from rental subsidy.
- f. Create and apply a plan to transition RRH/STRA households, who are not able to take over rental payments within two years, to RLRA with or without supportive services.
- g. Conduct post-program exit follow-up assessments at 6 and 12 months post-exit.
 - i. Enter the results into HMIS.

HACC SHS team responsibilities:

- 1. Incorporate and adhere to the guiding principles and expectations set forth above
- 2. Adhere to all applicable Fair Housing laws
- 3. Support in creating policy manual, including sharing examples
- 4. Provide quarterly “data report cards” pulled and analyzed from HMIS, including equity data
- 5. Provide HMIS access, training, and support
- 6. Provide connections to CHA and diversion training
- 7. Coordination, support, and/or facilitation of provider meetings, including case conferencing meetings, as needed
- 8. SHCM- pay monthly rental subsidies and deposits directly to the landlord with RLRA program
- 9. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
- 10. Connect NP and SHCM programs with the overall system of services for people experiencing homelessness
- 11. Support both formal and informal partnerships between provider organizations, including those newly formed
- 12. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use Disorder treatment
- 13. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
- 14. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
- 15. Assist with program access prioritization, as needed
- 16. Incorporate participant voice in SHS programming decisions
- 17. Maintain effective working relationships with contracted providers
- 18. Attend training and community/systems meetings
- 19. If all hotel/motel program participants have moved out of the hotel/motel, and there is additional funding for navigation and placement, direct NP programs to partner with other existing housing programs
- 20. Give at least 30 days’ notice for changes in program participant demographics
- 21. Provide or assist with creation of necessary participant/program forms
- 22. Support Contractor in identifying households in the designated COVID hotel/motel program who may be a better fit for STRA/RRH than RLRA with on-going supportive housing case management
- 23. Coordinate with Contractor to serve people on CHA waitlists, if necessary
- 24. Apply the process as outlined in Navigation and Placement Benchmark and the SHCM

goals sections described above

Reporting Requirements

Contractor will:

1. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
 - a. Complete all necessary initial HMIS data entry training within one month of contract execution
 - b. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
 - c. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
 - d. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date
 - e. Correct data quality, missing information, and null data errors as specified by SHS Data team within 14 days after the end of each fiscal quarter or as requested.
 - f. Collect, at minimum, universal data elements which include demographic information on all clients at entry
 - g. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
 - h. Ensure only authorized Contractor staff, trained by HACC, shall access the HMIS software
2. Complete narrative sections of quarterly “report cards” within 30 days of receipt
3. Quarterly “report cards” will include, at a minimum, but not limited to the following data categories:
 - a. HMIS data quality: % missing
 - b. Participant demographic data, including race and ethnicity
 - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
 - c. Navigation and Placement
 - i. Number of households served
 - ii. Length of time from program enrollment to permanent housing placement
 - iii. Number of households placed
 - iv. Number of relocations requested vs completed
 - d. Supportive Housing Case Management
 - i. Number of households served
 - ii. Bed/Unit utilization
 - iii. Rates of Permanent Housing
 1. Maintenance of housing in program
 2. Exits to other permanent housing
 3. Relocations within program to another PH unit
 4. Post-exit follow-up PH retention rates
 - iv. Rates of increased access to income and benefits
 - e. STRA/RRH
 - i. Number of households served
 - ii. Bed/Unit utilization
 - iii. Rates of Permanent Housing
 1. Exits to permanent housing
 2. Post-exit follow-up PH retention rates
 - iv. Rates of increased access to income and benefits
 - v. Length of time from program enrollment to permanent housing placement
 - f. Narrative responses to questions that align with the Guiding Principles and Expectations
4. Work with HACC to finalize, then continually improve the quarterly “report card” template
5. Work with HACC to finalize, then continually improve on performance targets

6. Conduct post-program exit follow-up assessments at 6 and 12 months post-exit
 - a. Enter the results into HMIS
7. Prepare an annual participant feedback report
8. Submit to monitoring for contract compliance

HACC will:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Use HMIS data to create and provide quarterly “report card” to Contractor
5. Work with SHS-funded agencies, as a group, to finalize, then continually improve the quarterly “report card” template
6. Work with HACC to finalize, then continually improve on performance targets
7. Work with Contractor to identify strengths and weaknesses apparent in programming through data
8. Review and identify strengths and weaknesses from participant feedback report with Contractor
9. Monitor for contract compliance

Program Design


If all contracted households have been served and there is existing staff and funding capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:

- Additional households to SHCM will be referred through CHA and supported with NP assistance.
- Additional households to STRA/RRH will be referred through CHA and supported with NP assistance
- Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses.
- Vulnerable populations will be prioritized
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.

**EXHIBIT B
PERSONAL SERVICES CONTRACT
Budget**

| RFP #06-2021 Budget | | |
|---|--|------------------|
| Line Item Category | Narrative/Description | Funds Requested |
| Housing Navigation/Placement Services | | |
| Staff Salaries | 4 FTE Housing Navigators X \$50,000, .5 FTE Housing Director (\$35,000) | 235,000 |
| Fringe Benefits | 4.5 FTE X .24 FTE | \$56,880 |
| Taxes | | |
| Telecommunications | Phone (3 X \$300) & Phone Plan (\$810) | \$1,710 |
| Office Equipment | Chair (\$500 X 2 FTE), Computers (3 X \$1700) | \$6,100 |
| Office Supplies | 4.5 FTE X \$35 X 12 months | \$1,890 |
| Mileage | 4.5 FTE X 12 Months X \$.56 X 350 | 10,584.00 |
| Insurance | | |
| Office Occupancy/Rent | | |
| Education/Training | HQS Inspection Training \$1100 X 2 | \$2,200 |
| Program Expenses | Translation (\$1000), DocuSign/Printing (\$350), Postage (\$900), HMIS User license (3 X \$261) | \$3,033 |
| Client Move-in Costs | Move-in costs \$1500 X 40 | \$60,000 |
| Relocation Costs | Funds for the potential relocation of households currently in housing which need to be placed in a new unit. | \$15,000 |
| Client Services/Flexible Funding | \$2000 X 20 | \$40,000 |
| Housing Navigation/Placement Subtotal: | | \$432,397 |
| Supportive Housing Case Management Services | | |
| Staff Salaries | 2.5 FTE Case Managers X \$50,000, .5 FTE Housing Director (\$35,000) | \$160,000 |
| Fringe Benefits | 3 X .24 FTE | \$37,920 |
| Taxes | | |
| Telecommunications | Phone Plans (\$180 X 3) | \$540 |
| Office Equipment | | |
| Office Supplies | 3 FTE X \$35 X 12 months | \$1,260 |
| Mileage | 3 FTE X 12 Months X .56 X 350 | \$7,056 |
| Insurance | | |
| Office Occupancy/Rent | | |
| Education/Training | | |
| Program Expenses | Translation (\$1000), DocuSign/Printing (\$150), Postage (\$900) | \$2,050 |
| Client Services/Flexible Funding | \$2000 X 45 | \$90,000 |
| Supportive Housing Case Management Subtotal: | | \$298,826 |
| Administration | | |
| Indirect Administration | 15% | \$78,933 |
| Administration Subtotal: | | \$78,933 |
| Short-term Rent Assistance*If Applicable* | | |
| Short-term Rent Assistance | \$9,000 X 10 | \$90,000 |
| Short-term Rent Assistance Subtotal | | \$90,000 |
| Total Funds Requested | | \$900,156 |

EXHIBIT C PERSONAL SERVICES CONTRACT INVOICE TEMPLATE

|  | | INVOICE | | |
|---|---|--|----------------|-----------------|
| FYXX (xx/xx/xxxx-xx/xx/xxxx) | | Fill in actual costs & submit electronically to HACCSHS@clackamas.us | | |
| Contractor: _____ | Billing Period (Month/Year): _____ | | | |
| Project: _____ | Contractor Invoice #: _____ | | | |
| Address: _____ | Contract #: _____ | | | |
| Contact: _____ | Contract \$ Maximum: _____ | | | |
| Phone #: _____ | Contract Term: _____ | | | |
| Email: _____ | | | | |
| Date(s) of Goods/Services | Description - Please provide a <i>detailed</i> description of each line item including client name <small>*supplemental attachments are required for personnel and mileage reimbursements*</small> | Contracted Budget Line Item Category | Population A/B | Funds Requested |
| Housing Navigation/Placement Services | | | | |
| | | | | |
| | | | | |
| | | | | |
| Housing Navigation/Placement Subtotal: | | | | \$ - |
| Supportive Housing Case Management Services | | | | |
| | | | | |
| | | | | |
| | | | | |
| Supportive Housing Case Management Subtotal: | | | | \$ - |
| Indirect Administration | | | | |
| | | | | |
| Administration Subtotal: | | | | \$ - |
| Capacity Building For Culturally Specific Providers | | | | |
| | | | | |
| | | | | |
| | | | | |
| Capacity Building for Culturally Specific Providers Subtotal: | | | | \$ - |
| Short-term Rent Assistance | | | | |
| | | | | |
| | | | | |
| | | | | |
| Short Term Rent Assistance Subtotal: | | | | \$ - |
| Total Funds Requested: | | | | \$ - |
| <small><i>This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.</i></small> | | | | |
| PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed. | | | | |
| CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract. | | | | |
| Prepared by: _____ Authorized Signer: _____ Date: _____ | | | | |
| <small>HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE 13930 Gain St, Oregon City, OR 97045 Direct Line: (503) 655-8267 Fax: (503) 655-8676 HACCSHS@clackamas.us</small> | | | | |

Mileage Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

| | |
|------------------|-----------------------------------|
| Contractor _____ | Billing Period (Month/Year) _____ |
| Project _____ | Contractor Invoice # _____ |
| Address _____ | Contract # <u>XXXX</u> |
| Contact _____ | |
| Phone # _____ | |
| Email _____ | |

| Date of Travel | Name of Personnel and Client Served | # of miles traveled | Funds Requested |
|-------------------------|-------------------------------------|---------------------|-----------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Mileage Subtotal | | | \$ |

This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____

Authorized Signer: _____

Date: _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE

13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 HACCSHS@clackamas.us

Personnel Reimbursement Supplemental Form

FYXX (xx/xx/xxxx-xx/xx/xxxx)

Fill in actual costs & attach to the associated invoice

| | |
|------------------------|-----------------------------------|
| Contractor _____ | Billing Period (Month/Year) _____ |
| Project _____ | Contractor Invoice # _____ |
| Address _____ _____ | Contract # _____ XXXX |
| Contact _____ | |
| Phone # _____ | |
| Email _____ | |

| Days Worked | Name of Personnel | # of Hours Worked | Hourly Rate | Funds Requested |
|-----------------|-------------------|-------------------|------------------|-----------------|
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| Subtotal | | | Personnel | \$ |

This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.

PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.

CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

Prepared by: _____
Authorized Signer: _____

Date: _____

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 | HACCSSHS@clackamas.us

**EXHIBIT D
PERSONAL SERVICES CONTRACT
DEFINITIONS**

Culturally Responsive and Culturally Specific Services

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsivity to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
 - Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
 - Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
 - Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
 - Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
 - Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;

- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community. Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.

- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

October 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #1 with the University of Wyoming, Wyoming Survey & Analysis Center for data collection addressing the abuse of opioids in Clackamas County Maximum Amendment Value is \$50,000 funded through the Federal Office of Juvenile Justice and Delinquency Prevention
No County Funds Are Involved

| | |
|--|--|
| Purpose/Outcome | Wyoming Survey and Analysis Center (WYSAC) is responsible for data collection, analysis and evaluation to coordinate a data-driven response addressing the abuse of opioids utilizing evidence-based programs and activities in collaboration with the Clackamas County Opioid Task Force to address the abuse of opioids and enhance prevention efforts. The amendment aligns with the approved funding extension from the Office of Juvenile Justice to extend service delivery and funding period from September 30, 2021 to September 30, 2022. |
| Dollar Amount and Fiscal Impact | Amendment #1 adds \$50,000 for a maximum value of \$150,000. No County General Funds are involved. |
| Funding Source | U.S. Department of Justice – Office of Juvenile Justice and Delinquency Prevention. Catalogue of Federal Domestic Assistance (CFDA) #16-842 |
| Duration | Amendment #1 for services to be completed between 10/1/21-9/30/22 |
| Previous Board Action/Review | Previous Board Approval: 12/19/19 Board Issues: 9/28/21 |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe |
| Counsel Review | This IGA amendment has been reviewed and approved by County Counsel on 9/9/21: KR |
| Procurement Review | Was the item processed through Procurement? No. IGA sub-award amendment |
| Contact Person | Adam Freer 971-533-4929 |
| Contract No. | CFCC 9563 |

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment #1 with the University of Wyoming, Wyoming Survey & Analysis Center to collect and analyze data for performance measures, data reporting and coordinate efforts in collaboration with the Clackamas County Task Force to maintain and share county-level data related to local opioid abuse to address the abuse and enhance opioid prevention efforts in Clackamas County.

Healthy Families. Strong Communities.

This Intergovernmental Agreement amendment is effective October 1, 2021 and terminates September 30, 2022. This Agreement has a maximum value of \$150,000 and no county funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

**AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY CHILDREN, FAMILY, AND
COMMUNITY CONNECTIONS AND
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS CENTER**


1. The parties to the above-referenced Agreement dated 12/23/2019 do hereby amend the Agreement as follows:

- a. Section 3 is amended to extend the term of the agreement from 9/30/2021 to 9/30/2022.
- b. Section 5 is amended to add “The Client agrees to pay WYSAC an additional fixed price amount of \$50,000 for work outlined in Attachment A1 to this amendment, **increasing the total amount of the contract to \$150,000**. The period of performance for this additional work will begin on 10/01/2021 and end 09/30/2022.

2. All other provisions of the Agreement remain unchanged and are hereby ratified and affirmed. In the event of any inconsistency between the Agreement and the Amendment, the terms of the Amendment should be construed as final and binding.

3. Signatures. In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS AMENDMENT:

| | |
|---|----------------------------|
| _____ Tootie Smith Board Chair Clackamas, County | Date |
|  _____ Brian Harnisch, Interim Executive Director University of Wyoming Wyoming Survey & Analysis Center | 9/13/2021 |
| _____ Diana G. Hulme, Interim Vice President for Research University of Wyoming Office of Research and Economic Development | September 13, 2021 Date |

Attachment A1:

Responsibilities of Parties.

1. The client will be responsible for:

- A. Communicating in a timely and responsive manner to all requests from WYSAC, including assistance in the reporting and interpretation of data.
- B. For each upcoming year, notify WYSAC annually of funding renewal.
- C. In the event of funding non-renewal both parties are excused from further performance of this agreement except the wrap up issues that usually arise in such matters with termination.

2. WYSAC will be responsible for:

- A. Providing the services and deliverables set forth in the scope of work attached hereto as Attachment A1 and incorporated by this reference herein.
- B. Providing training to Client on how to effectively use and understand data.
- C. Providing technical assistance to Client on how to use project-specific data to improve programming and document the achievement of program outcomes.
- D. Assist Coordinator with developing new data points for surveillance – Taskforce data specific taskforce support
- E. For each upcoming year, WYSAC will not begin work until Client provides notification of funding renewal

F. Sunshine Consulting (subrecipient) will be responsible for:

- 1. Providing the services and deliverables set forth in the scope of work attached hereto as Attachment A1 and incorporated by this reference herein.
- 2. Providing training to Client on how to effectively use and understand data.
- 3. Providing technical assistance to Client on how to use project-specific data to improve programming and document the achievement of program outcomes.

Statement of Work

General Description

This document is a Statement of Work (SOW) to identify and describe the important milestones and deliverables for the Opioid Affected Youth Project for Clackamas County (CC), Children, Family and Community Connections (CFCC) in Clackamas County, Oregon. The project is funded by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and includes specific data collection and evaluation requirements outlined below.

Timeline and Deliverables

The following outline shows specific tasks, milestones, and completion dates. WYSAC is estimating additional and ongoing deliverables will require approximately twelve (12) additional months to be added to the original contract of twenty-four (24) months with a projected end date extended to September 30, 2022. Payments shall be made as outlined below.

| Timetable, Deliverables, and Tasks | | | |
|---|---|--------------------------------|-------------------|
| Task | Description | Date | Status |
| 1. | Data Mining and Analysis | | |
| 1A. | Assist in the identification and collection of all currently available opioid related data. | November 2019 | Complete |
| 1B. | Identify gaps in data and develop and standardize data collection, analytics, and analyze outcomes. Enhance efforts with Interviews (Priority 1) | Ongoing | Ongoing |
| 1C. | Coordinate efforts in collaboration with the Clackamas County Opioid Task Force to maintain and share county-level data related to opioid abuse. | Ongoing | Ongoing |
| 1D. | Obtain IRB approval from the University of Wyoming for all data collection | January 2020 December 2021 | Complete/Upcoming |
| 2. | Evaluation | | |
| 2A. | Support the development of a data-driven, coordinated response addressing the abuse of opioids utilizing evidence-based programs and activities. Enhance efforts with focus groups (Priority 2) | December 2019 June 2022 | Complete/Ongoing |

| | | | |
|-----------|--|--|------------------|
| 2B. | Develop outcome measures for evaluating the impact of data-driven evidence-based strategies. | January 2020 | Complete |
| 2C. | Collect and analyze data and develop annual evaluation report. | September 2020 September 2021 September 2022 | Complete/Ongoing |
| 2D. | Complete and submit regular performance data as required by OJJDP on-line reporting system. | Semi-Annually | Ongoing |
| 2E. | Collect, analyze and report data for both short and long-term outcomes to OJJDP. | September 2021 | Complete |
| 3. | Task Force | | |
| 3A. | Attend and participate in bi-monthly task force meetings to discuss community and statewide strategies and monitor progress. | Bi-Monthly | Ongoing |
| 4. | Technical Assistance and Training. | | |
| 4A. | Answer questions from CC and community prevention professionals via telephone and e-mail. | Ongoing | Ongoing |
| 4B. | Visit Clackamas County and funded agencies for technical assistance site visits. | Annually | Ongoing |
| 4C. | Present at and participate in any CC and other prevention-related activities as requested, including federal meetings. | Annually as planned by the OJJDP | Ongoing |
| 4D. | Work with (IIR) staff and subcontractors in providing on-site research and evaluation technical assistance and training. | Ongoing | Ongoing |

Deliverables (By Year)

As outlined in the tables in the SOW, this contract will have four primary deliverables. The table that follows lists the anticipated percentage of effort and costs of each of these primary deliverables, an additional \$50,000 for year 3.

| Deliverable (Year 1) | Percentage Effort | Cost |
|--------------------------------------|-------------------|-----------------|
| 1. Data Mining and Analysis | 15% | \$7,500 |
| 2. Evaluation | 45% | \$22,500 |
| 3. Task Force | 20% | \$10,000 |
| 4. Technical Assistance and Training | 20% | \$10,000 |
| TOTAL FOR Year 1: | 100% | \$50,000 |

| Deliverable (Year 2) | Percentage Effort | Cost |
|--------------------------------------|-------------------|-----------------|
| 1. Data Mining and Analysis | 15% | \$7,500 |
| 2. Evaluation | 45% | \$22,500 |
| 3. Task Force | 20% | \$10,000 |
| 4. Technical Assistance and Training | 20% | \$10,000 |
| TOTAL FOR Year 2: | 100% | \$50,000 |

| Deliverable (Year 3) | Percentage Effort | Cost |
|--------------------------------------|-------------------|-----------------|
| 1. Data Mining and Analysis | 15% | \$7,500 |
| 2. Evaluation | 45% | \$22,500 |
| 3. Task Force | 20% | \$10,000 |
| 4. Technical Assistance and Training | 20% | \$10,000 |
| TOTAL FOR Year 3: | 100% | \$50,000 |

October 7th, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to apply for funding opportunity with CareOregon for CareOregon Integrated Behavioral Health (IBH) Model Funds. Award amount will be up to \$30,000. Funding is through CareOregon. No County General Funds are involved.

| | |
|--|---|
| Purpose/Outcomes | Retain integrated behavioral health workforce as part of the Health Centers core treatment at primary care locations throughout Clackamas County. |
| Dollar Amount and Fiscal Impact | The maximum agreement value is \$30,000. No County General Funds are involved. No matching funds required. |
| Funding Source | CareOregon |
| Duration | Not specified by CareOregon in request for proposals. |
| Previous Board Action | No previous Board action. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Improve community safety and health 2. Ensure safe, healthy and secure communities by investing funds to ensure people with behavioral health service needs continue to have same day access to services by maintaining a highly skilled workforce. |
| Counsel Review | <ol style="list-style-type: none"> 1. Not applicable 2. This is an approval to apply |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant award. |
| Contact Person | Deborah Cockrell, Health Centers Division Director – 503-742-5495 |
| Contract No. | N/A – approval to apply |

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply for funding opportunity with CareOregon for CareOregon Integrated Behavioral Health (IBH) Model funding.

Healthy Families. Strong Communities.

CCHCD will utilize these funds to retain its integrated behavioral health workforce in the ongoing effort to ensure people with behavioral health service needs continue to have same day access to services in conjunction with primary care services.

The maximum value of this finding opportunity is \$30,000. CareOregon did not specify a defined project period. Award notification would relatively soon after proposal submission date as the need to maintain IBH staffing in community behavioral health agencies is critical at this time.

RECOMMENDATION:

Staff recommends the Board approval.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund: H3S-Health Centers Division/Fund 253

Application for: Subrecipient Assistance Direct Assistance
 Grant Renewal? Yes No

**If renewal, complete sections 1, 2, & 4 only
 If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: CareOregon Integrated Behavioral Health (IBH) Model

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Egan Danehy

Requestor Contact Information: EDanehy@clackamas.us

Department Fiscal Representative: Jennifer Stone

Program Name or Number (please specify): 400502 - Primary Care Clinics

Brief Description of Project:

Retain integrated behavioral health workforce as part of our core treatment at primary care locations. Funding would support existing behavioral health consultants.

Name of Funding Agency: CareOregon

Agency's Web Address for funding agency Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: Jennifer Stone 7-26-2021
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

| | | | |
|---|--|---|--|
| Competitive Application <input type="checkbox"/> | Non-Competing Application <input type="checkbox"/> | Other <input checked="" type="checkbox"/> | |
| CFDA(s), if applicable: <u>N/A</u> | | Funding Agency Award Notification Date: <u>Upon award</u> | |
| Announcement Date: <u>7-26-2021</u> | | Announcement/Opportunity #: <u>N/A</u> | |
| Grant Category/Title: <u>Integrated Behavioral Health (IBH)</u> | | Max Award Value: <u>\$30,000</u> | |
| Allows Indirect/Rate: <u>N/A</u> | | Match Requirement: <u>N/A</u> | |
| Application Deadline: <u>8-10-2021</u> | | Other Deadlines: <u>N/A</u> | |
| Award Start Date: <u>Upon award</u> | | Other Deadline Description: <u>N/A</u> | |
| Award End Date: <u>N/A</u> | | | |
| Completed By: <u>Jennifer Stone</u> | | Program Income Requirement: <u>N/A</u> | |
| Pre-Application Meeting Schedule: <u>Conducted via email 7-26-2021; Egan Danehy, Sarah Jacobson, Jennifer Stone</u> | | | |

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This funding opportunity supports same day availability, working alongside PCPs and ease of access for patients which will treat the vulnerable populations by creating an emergency fund for the integrated behavioral health workforce.

2. What, if any, are the community partners who might be better suited to perform this work?

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Utilize funds to sustain the IBH model.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, MFR Program 400502 (Primary Care Clinics).

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes the organization has adequate and qualified staff.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

N/A

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No it will not create a new MFR program.

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

N/A

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

CareOregon provided no performance evaluation requirements for this funding.

3. What are the fiscal reporting requirements for this funding?

CareOregon provided no fiscal reporting requirements for this funding.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes the cost to administer the grant will be minimal.

2. Are other revenue sources required? Have they already been secured?

No

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No, this grant does not cover indirect costs.

Program Approval:

Egan Danehy
Name (Typed/Printed)

9-2-2021
Date

Egan Danehy
Signature
Digitally signed by Egan Danehy
Date: 2021.09.03 16:11:35 -07'00'

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

| | | |
|---|----------|--|
| DIVISION DIRECTOR (or designee, if applicable) | | |
| Deborah Cockrell | 9-7-2021 | Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.09.07 08:01:10 -07'00'</small> |
| Name (Typed/Printed) | Date | Signature |

| | | |
|---|----------|--|
| DEPARTMENT DIRECTOR (or designee, if applicable) | | |
| Mary Rumbaugh for Rodney A. Cook | 9-7-2021 | Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.09.07 09:46:01 -07'00'</small> |
| Name (Typed/Printed) | Date | Signature |

| | | |
|-------------------------------|-----------|--|
| FINANCE ADMINISTRATION | | |
| Elizabeth Comfort | 9-13-2021 | Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.09.13 13:25:25 -07'00'</small> |
| Name (Typed/Printed) | Date | Signature |

| | | |
|--|------|-----------|
| EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY) | | |
| N/A | | |
| Name (Typed/Printed) | Date | Signature |

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

| | | |
|-----------------------------|------------------------------------|----------------------------------|
| COUNTY ADMINISTRATOR | Approved: <input type="checkbox"/> | Denied: <input type="checkbox"/> |
| Name (Typed/Printed) | Date | Signature |

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

CareOregon values the services you provide in integrated healthcare, and we know that it has become more difficult to practice within the integrated behavioral health (IBH) model. The IBH model upholds tenants of **same day availability, working alongside PCPs, and ease of access for patients**. This has become increasingly difficult due to the real crisis in access to behavioral health services, largely stemming from workforce losses in community behavioral health agencies. During this time of need and intense pressure, CareOregon is working to support and lift our partners in multiple ways. One of the many ways we are helping is creating an emergency fund for the integrated behavioral health workforce. We value your role in providing critical services to safety net/Medicaid populations as well as trying to maintain the IBH model of care during this difficult time. Please consider submitting a proposal up to \$30,000 depending on your IBH model.

Less than 3.0 FTE BHCs = up to \$15,000 funding

3.0 FTE BHCs or more = up to \$30,000 funding

There is no firm deadline, and we are reviewing applications as they are submitted, but suggest a target of Tuesday, August 10th as a submission date. CareOregon is interested in expediting infusion of funds into the integrated behavioral health-based workforce as soon as possible. Applications can be submitted directly to me, Lexy Kliwer, at kliewerl@careoregon.org for initial processing and review.

Instructions for Proposals:

1. Describe how the funds will be used to sustain the IBH model. Examples include:

- Increase ability to support metrics-PHQ-9, SBIRT, IET, etc.
- Create triage teams to support high acuity patients who are waiting for specialty behavioral health services
- Create QMHA/Peer support teams to address the social support needs of patients
- Recruiting and/or retaining workforce
- Training expenses
- Technology to support telehealth

Note: funds are for sustainability and not for capital investments

-

2. Indicate the amount of funding you are requesting to complete your project

Thank you for your support in serving our members.

Andy, Robert, Jennifer, and Lexy

Lexy Kliewer, LCSW | Pronouns: She/Her/Hers
Innovation Specialist-Integrated Behavioral Health
Work | 503-416-3754
careoregon.org



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October 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
Gladstone School District to provide evidence-based Parenting Education Classes Maximum
Agreement Value is \$23,200 funded through Oregon Community Foundation No County
General Funds are Involved

| | |
|--|--|
| Purpose/Outcome | Gladstone School District was selected through a competitive process to provide evidence-based Spanish parent education class series to parents of children living in Clackamas County. <ul style="list-style-type: none"> Conduct three 10-week Spanish class series of Abriendo Puertas |
| Dollar Amount and Fiscal Impact | Agreement has a maximum value of \$23,200 and does not include any County funds. |
| Funding Source | Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement |
| Duration | August 1, 2021 to June 30, 2022 |
| Previous Board Action/Review | Board Issues date: 9/28/21 |
| Strategic Plan Alignment | 1. Ensure safe, healthy and secure communities |
| Counsel Review | This Intergovernmental agreement has been reviewed and approved by County Counsel on 09/01/21, KR |
| Procurement Review | Was the item processed through Procurement? No. Competitive Grant Award |
| Contact Person | Adam Freer 971-533-4929 |
| Contract No. | H3S CFCC #10340 |

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with Gladstone School District to provide high quality, evidence-based Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Intergovernmental Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$23,200.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY CHILDREN, FAMILY & COMMUNITY CONNECTIONS
AND
GLADSTONE SCHOOL DISTRICT**

Contract # 10340

This Agreement is entered into and between Clackamas County (“County”) acting by and through its Children, Family & Community Connections Division, a political subdivision of the State of Oregon and Gladstone School District (“Agency”), an Oregon municipal corporation, collectively referred to as the “Parties” and each a “Party”.

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Gladstone School District, acting by and through the Gladstone Center for Children and Families, was selected through a competitive process to provide evidence-based Spanish parent education class series to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school-readiness.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGENCY agrees to accomplish the following work under this agreement:

- Gladstone Center for Children and Families will conduct parenting education courses in Spanish to parents of young children. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

TERMS

1. **Term.** This Agreement shall be effective upon execution for services provided between August 1, 2021 and June 30, 2022.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds received from the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement, a sum not to exceed **\$23,200**, for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current

invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency 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 is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Agency settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, 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 this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement 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. In no event shall this section be construed as a waiver by the County 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. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed 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 produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District’s Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County’s request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.

- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency 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.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 9 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

AGENCY

Gladstone School District
18905 Portland Ave
Gladstone, OR 97027

By: 
Bob Stewart, Superintendent

Date: 9/1/21

EIN: 93-6000287

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Tootie Smith, Board Chair
Clackamas County

Date: _____

This IGA consists of five (5) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A: Scope of Work and Work Plan
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Reimbursement Request
- Exhibit D-2: Monthly Activity Report

EXHIBIT A SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct three 10-week Spanish series of Abriendo Puertas

**Children, Family & Community Connections Division
 Work Plan and Quarterly Report, 2021-2022**

Provider: Gladstone School District (GOCF)
 Activity: **Clackamas Parenting Together – Parenting Education**
 Contact: Sarah Dunkin Rachel Hopper
 dunkins@gladstone.k12.or.us hopperr@gladstone.k12.or.us, 503-655-2777
 Contract Period: Aug 1, 2021 - June 30, 2022

| ABREINDO PUERTAS (Fall) Facilitator Name: Session Start/End Dates: | | | | | | |
|--|--|---------------------------------------|--|-------------------------------------|---|--|
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | Aug-Sept 1 st Quarter | Oct-Dec 2 nd Quarter | Jan-March 3 rd Quarter | Apr-May 4 th Quarter | Total |
| By June 30, 2022, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents. | 75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. | # sessions offered during the quarter | # of parents attending at least one class: | Average # of parents at each class: | # of parents attending at least 70% of class sessions offered: (measured at series end) | # of children in childcare each night: |
| Classes must target parents of children birth to 6 years old. | 75% of participants will attend at least 70% of the 10 sessions offered. | # of families with DHS involvement | # Assessed with PSL | # Successful based on PSL | % Successful | |
| Classes may be facilitated virtually or in person. | Measured by Parenting Skills Ladder survey, facilitator observations | | | | | |

| ADDITIONAL REQUIREMENTS | | | | | | |
|--|--|--|--|--|--|--|
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | | Indicate which quarter the fidelity checklist was completed. | | | | |
| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | | Indicate which quarter the site visit was completed. | | | | |

| ABREINDO PUERTAS (Winter) | | | | | | |
|--|--|---|---------------------|-----------------------|---------------------|-------|
| Facilitator Name: | | | | | | |
| Session Start/End Dates: | | | | | | |
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | July-Sept 1st Quarter | Oct-Dec 2nd Quarter | Jan-March 3rd Quarter | Apr-May 4th Quarter | Total |
| By June 30, 2022, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents. | 75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. | # sessions offered during the quarter | | | | |
| Classes must target parents of children birth to 6 years old. | 75% of participants will attend at least 70% of the 10 sessions offered. | # of parents attending at least one class: | | | | |
| Classes may be facilitated virtually or in person. | Measured by Parenting Skills Ladder survey, facilitator observations | Average # of parents at each class: | | | | |
| | | # of parents attending at least 70% of class sessions offered: (measured at series end) | | | | |
| | | # of children in childcare each night: | | | | |
| | | # of families with DHS involvement | | | | |
| | | # Assessed with PSL | | | | |
| | | # Successful based on PSL | | | | |
| | | % Successful | | | | |
| ADDITIONAL REQUIREMENTS | | | | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | | Indicate which quarter the fidelity checklist was completed: | | | | |

| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | Indicate which quarter the site visit was completed: | | |
|--|---|-----------------------|-------|
| ABREINDO PUERTAS (Spring) | | | |
| Facilitator Name: | | | |
| Session Start/End Dates: | | | |
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | July-Sept 1st Quarter | Total |
| By June 30, 2022, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents. | # sessions offered during the quarter | Jan-March 3rd Quarter | |
| Classes must target parents of children birth to 6 years old. | # of parents attending at least one class: | Oct-Dec 2nd Quarter | |
| Classes may be facilitated virtually or in person. | Average # of parents at each class: | Apr-May 4th Quarter | |
| | # of parents attending at least 70% of class sessions offered: (measured at series end) | | |
| | # of children in childcare each night: | | |
| | # of families with DHS involvement | | |
| | # Assessed with PSL | | |
| | # Successful based on PSL | | |
| | % Successful | | |
| ADDITIONAL REQUIREMENTS | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | Indicate which quarter the fidelity checklist was completed: | | |

| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | Indicate which quarter the site visit was completed: | | | | | |
|--|--|--|--|--|--|--|
|--|--|--|--|--|--|--|

**Children, Family & Community Connections Division
Work Plan 2021-2022
Comments and Narrative**

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program
success stories.*

August-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

| Exhibit B: Budget | | | |
|-------------------------------|---|--|--|
| Contractor: | Gladstone School District | | |
| Program: | OPEC Parenting Education | | |
| Address: | 18905 Portland Ave Gladstone, OR 97027 | | |
| Contact Person: | Sarah Dunkin | Contract # | |
| Phone Number: | 503-496-3939 | 8/1/21-6/30/22 | |
| E-mail: | dunkins@gladstone.k12.or.us | | |
| Budget Category | Approved Budget | Match | |
| <u>Personnel</u> | | | |
| Parenting Educators | \$ 6,700.00 | No Match Required on this Agreement | |
| Program Director & Admin | \$ - | | |
| Childcare Staff | \$ 2,000.00 | | |
| Total Personnel | \$ 8,700.00 | | |
| <u>Administration</u> | | | |
| Administration | \$ - | | |
| Total Administration | \$ - | | |
| <u>Program costs</u> | | | |
| Meals & Snacks, Food | \$ 2,400.00 | | |
| Parent Incentives | \$ 3,200.00 | | |
| Childcare & Program Supplies | \$ 6,000.00 | | |
| Facilitator Training & Travel | \$ 2,900.00 | | |
| Total Program | \$ 14,500.00 | | |
| Total Budget | \$ 23,200.00 | | |

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

| Exhibit D-1: REQUEST FOR REIMBURSEMENT | | | | |
|--|---------------------|--|----------------------|---------------------|
| Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> | | | | |
| Contractor: Gladstone School District Address: 18905 Portland Ave Gladstone, OR 97027 Contact Person: Sarah Dunkin Contact Info: dunkins@gladstone.k12.or.us Term: 8/1/2021-6/30/2022 | | Contract Number: Report Period: | | |
| Budget Category | Approved Budget | Current Draw Request | Previously Requested | Balance |
| <i>Personnel</i> | | | | |
| Parenting Educators | \$ 6,700.00 | \$ - | \$ - | \$ 6,700.00 |
| Program Director & Admin | \$ - | \$ - | \$ - | \$ - |
| Childcare Staff | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| Total Personnel | \$ 8,700.00 | \$ - | \$ - | \$ 8,700.00 |
| <i>Administration</i> | | | | |
| Administration | \$ - | \$ - | \$ - | \$ - |
| Total Admin | \$ - | \$ - | \$ - | \$ - |
| <i>Program costs</i> | | | | |
| Meals & Snacks, Food | \$ 2,400.00 | \$ - | \$ - | \$ 2,400.00 |
| Parent Incentives | \$ 3,200.00 | \$ - | \$ - | \$ 3,200.00 |
| Childcare & Program Supplies | \$ 6,000.00 | \$ - | \$ - | \$ 6,000.00 |
| Facilitator Training & Travel | \$ 2,900.00 | \$ - | \$ - | \$ 2,900.00 |
| Total Program | \$ 14,500.00 | \$ - | \$ - | \$ 11,600.00 |
| Total Budget | \$ 23,200.00 | \$ - | \$ - | \$ 20,300.00 |
| Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement. | | | | |
| CERTIFICATION | | | | |
| By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement. | | | | |

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Gladstone School District
Funded Service: Evidence-Based Parenting Education
Program Contact: Rachel Hopper
Contact Info: hopperr@gladstone.k12.or.us

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

- 1. Total number of participants served during the month with the funding allocated for this programming:**

Number of adult participants:
Number of children:
Number of unduplicated adults to date:
- 2. Activities that were conducted during the month with the funding allocated for this programming:**
- 3. Issues related to service delivery and how those issues were addressed.**

Person(s) completing this form:
Date:

October 7, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to apply for funding opportunity OHA-RFA-5250 with Oregon Health Authority (OHA) for Elimination of Behavioral Health Inequities Funds. Award amount will be up to \$50,000. Funding is through Oregon Health Authority.
No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Identify the current behavioral health inequities in services for people with behavioral health needs and make recommendations for how best invest the funds from the appropriation. Develop a plan to invest available funds and increase culturally and linguistically appropriate residential treatment and housing capacity. |
| Dollar Amount and Fiscal Impact | The maximum agreement value is \$50,000. No County General Funds are involved. No matching funds required. |
| Funding Source | Oregon Health Authority (OHA) |
| Duration | Not specified by OHA in Request for Grant Proposals (RFGP). |
| Previous Board Action | No previous Board action. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Improve community safety and health 2. Ensure safe, healthy and secure communities by investing funds to ensure people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options. |
| Counsel Review | <ol style="list-style-type: none"> 1. Not applicable 2. This is an approval to apply |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant award. |
| Contact Person | Deborah Cockrell, Health Centers Division Director – 503-742-5495 |
| Contract No. | N/A Approval to Apply |

BACKGROUND:

Healthy Families. Strong Communities.

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity OHA-RFA-5250 issued by the Oregon Health Authority (OHA). Health Centers-Behavioral Health has partnered with Oregon Health Equity Alliance to complete an organizational racial equity assessment, the Barhii. This assessment will help guide areas of strength and need within the organization. Funds will offset the cost of time for steering committee members who have been meeting and organizing this work and also those who are facilitating focus groups.

The maximum value of this funding opportunity is \$50,000. OHA did not specify a defined project period. Award notification would occur during the month of September 2021.

RECOMMENDATION:

Staff recommends the Board approval.

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing and Human Services

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund:

H3S-Health Centers, Fund 253

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Elimination of Behavioral Health Inequities OHA-RFA-5250; OregonBuys S-44300-0000496

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Emily Ketola

Requestor Contact Information:

EKetola@clackamas.us

Department Fiscal Representative:

Sarah Jacobson

Program Name or Number (please specify):

MFR Program 400505 - Behavioral Health Clinics

Brief Description of Project:

Clackamas Health Centers – Behavioral Health has partnered with Oregon Health Equity Alliance to complete a racial justice charter and an organizational racial equity assessment, the Barhii. This assessment will help guide areas of strength and need within our organization as determined by many voices, including those who are consumers of our services. The data will be analyzed and ultimately will produce action items to focus on to address health equity. Use this grant funding to offset the cost of time for steering committee members who have been meeting and organizing this work and also those who are facilitating focus groups. Additional funding will be used for trainings to reduce barriers to health equity and support racial justice work as well as consultant fees for next steps regarding Action Planning following the assessment.

Name of Funding Agency:

Oregon Health Authority (OHA)

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://oregonbuys.gov/bs0/external/bidDetail.sdo?docId=S-44300-00000496&external=true&parentUrl=close>

OR

Application Packet Attached: Yes No

Completed By:

Jennifer Stone

8-25-2021

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

N/A

Funding Agency Award Notification Date:

9-10-2021

Announcement Date:

8-16-2021

Announcement/Opportunity #:

OHA-RFA-5250

Grant Category/Title:

Elimination of Behavioral Health Ineq

Max Award Value:

\$50,000

Allows Indirect/Rate:

N/A

Match Requirement:

N/A

Application Deadline:

8-30-2021

Other Deadlines:

N/A

Award Start Date:

N/A

Other Deadline Description:

N/A

Award End Date:

N/A

Completed By:

Jennifer Stone

Program Income Requirement:

N/A

Pre-Application Meeting Schedule:

Conducted via email 8-24-2021; Emily Ketola, Sarah Jacobson, Jennifer Stone, Adam Kearn

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Completion of organizational racial equity assessment will enhance CHC's ability to be a partner in overall health; improving access; providing care; promoting wellness; strengthening community.

2. What, if any, are the community partners who might be better suited to perform this work?

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Use an assessment tool to identify the skills, organizational practices and infrastructure needed to address health equity and provide insights into steps we can take to ensure our organization can have an impact on this growing problem. Utilize client surveys, staff surveys, management surveys, community partner surveys, staff focus

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes it will be part of the Health Centers - Behavioral Health Clinics MFR program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Health Centers has adequate and qualified staff.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No partnerships required. Consulting is occurring with Oregon Health Equity Alliance (OHEA).

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program.

Collaboration

1. List County departments that will collaborate on this award, if any.

None

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

To be determined and agreed upon between awardee and OHA in Grant Agreement.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

To be determined and agreed upon between awardee and OHA in Grant Agreement.

3. What are the fiscal reporting requirements for this funding?

To be determined and agreed upon between awardee and OHA in Grant Agreement.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, the cost to administer will be minimal.

2. Are other revenue sources required? Have they already been secured?

No other revenue sources will be required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

The grant/financial assistance does not specify if funds can cover indirect costs.

Program Approval:

Emily Ketola
Name (Typed/Printed)

8-31-2021
Date

Emily Ketola
Signature
Digitally signed by Emily Ketola
Date: 2021.08.31 15:09:28 -07'00'

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

| | | |
|---|-----------|--|
| DIVISION DIRECTOR (or designee, if applicable) | | |
| Deborah Cockrell | 8-31-2021 | Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.08.31 15:38:42 -07'00'</small> |
| Name (Typed/Printed) | Date | Signature |

| | | |
|---|----------|--|
| DEPARTMENT DIRECTOR (or designee, if applicable) | | |
| Mary Rumbaugh for Rodney A. Cook | 9-7-2021 | Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.09.07 10:57:27 -07'00'</small> |
| Name (Typed/Printed) | Date | Signature |

| | | |
|-------------------------------|-----------|--|
| FINANCE ADMINISTRATION | | |
| Elizabeth Comfort | 9.13.2021 | Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.09.13 13:28:01 -07'00'</small> |
| Name (Typed/Printed) | Date | Signature |

| | | |
|--|------|-----------|
| EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY) | | |
| N/A | | |
| Name (Typed/Printed) | Date | Signature |

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

| | | |
|-----------------------------|------------------------------------|----------------------------------|
| COUNTY ADMINISTRATOR | Approved: <input type="checkbox"/> | Denied: <input type="checkbox"/> |
| Name (Typed/Printed) | Date | Signature |

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

October 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Personal Services Contract #8132 with
Genoa Healthcare LLC for Telepsychiatry Services. Contract not to exceed \$200,000. Funding
is through Health Centers fee for services. No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Execution of Contract #8132 Amendment #1 allows Clackamas County and Genoa Healthcare LLC to continue with the telepsychiatry services. |
| Dollar Amount and Fiscal Impact | The original contract amount was \$125,000.00 Amendment #1 adds \$75,000.00 for a total not to exceed \$200,000.00. |
| Funding Source | Health Centers fee for services. No County general funds involved. |
| Duration | March 31, 2022 |
| Previous Board Action | 09/28/21 10/07/21 |
| Strategic Plan Alignment | 1. Improve community safety and health. 2. Ensure safe, healthy and secure communities by being able to provide telepsychiatry services to people with behavioral health service needs. |
| Counsel Review | Reviewed Date: 9/7/2021; ARN |
| Procurement Review | 1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation: |
| Contact Person | Deborah Cockrell, Health Centers Division Director – 503-742-5495 |
| Contract No. | 8132_01 |

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to a Personal Services agreement with Genoa Healthcare LLC for telepsychiatry services.

The original contract between CCHCD and Genoa Healthcare LLC was a pilot program to see if telepsychiatry could help meet the high-demand for patients seeking psychiatric care. This program assisted in meeting the large case-loads of patients by having a resource readily available. In order to continue with these services, a formal RFP will need to take place.

Amendment #1 adds \$75,000, bringing the maximum value of this contract to \$200,000. This will ensure CCHCD can continue to provide telepsychiatry services while an RFP is completed. Amendment #1 is effective July 1, 2021 and terminates on March 31, 2022.

Healthy Families. Strong Communities.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #1 is a 60% increase to the original contract.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with Genoa Healthcare LLC. for the continuation of the telepsychiatry services.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services Department

Placed on the BCC Agenda 10/7/2021 by Procurement and Contract Services

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH GENOA HEALTHCARE LLC FOR
TELEPSYCHIATRY SERVICES
Contract #8132**

This Amendment #1 is entered into between **Genoa Healthcare LLC** ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **September 5, 2019** ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

- ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
County is in the process of initiating a new competitive process for telepsychiatry services. The parties have agreed to extend the term of the Contract during the pendency of the County's competitive process. The Contract termination date is hereby changed from June 30, 2021 to **March 31, 2022**.

County and Contractor acknowledge that Work may have been performed after June 30, 2021. By execution of this Amendment #1, the County hereby approves and ratifies Work performed after June 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.

- ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
County agrees to pay Contractor, from available and authorized funds, an amount not to exceed **\$75,000** as compensation for Contractor performing additional Work under the Contract. Compensation shall be subject to the same terms and conditions as set forth in the Contract. The total Contract compensation shall not exceed \$200,000.00.

| | |
|-------------------------------|----------------------|
| ORIGINAL CONTRACT | \$ 125,000.00 |
| <u>AMENDMENT #1</u> | <u>\$ 75,000.00</u> |
| TOTAL AMENDED CONTRACT | \$ 200,000.00 |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Genoa Healthcare LLC



09/02/2021

Authorized Signature

Date

Tracie Meyer

Printed Name

Clackamas County

Chair

Date

Recording Secretary

Approved as to Form:

County Counsel

Date

9/7/21

September 28, 2021

Board of County Commissioners
Clackamas County

Approval of Letter of Support to Western Federal Lands for the Government Camp Rest Stop Relocation Project- Application for Federal Lands Access Program Grant Funds for Planning

| | |
|--|---|
| Purpose/Outcomes | Approval of letter of support to Western Federal Lands for the Government Camp Rest Stop Relocation Project- Application for Federal Lands Access Program Grant Funds for Planning. This project is led by the Oregon Solutions team and includes a broad collaboration of local and regional partners. |
| Dollar Amount and Fiscal Impact | N/A |
| Funding Source | Western Federal Lands |
| Duration | FY24-25 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers. |
| Counsel Review | This is a letter of support. Not subject to County Counsel Review |
| Procurement Review | 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a letter of support for a partner agency. |
| Contact Person | Brenda Durbin, Director, Social Services Division 503-655-8641 |
| Contract No. | N/A |

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests Approval of letter of support to Western Federal Lands for the Government Camp Rest Stop Relocation Project- Application for Federal Lands Access Program Grant Funds for Planning. This project is led by the Oregon Solutions team and includes a broad collaboration of local and regional partners.

The current Mt. Hood Government Camp Summit rest area infrastructure has been in place since the mid 1950s. Exponential growth in use and traffic has rendered it no longer able safely to meet the travel, work, environmental, and recreational demands of the twenty-first century. The rest area is immediately adjacent to Government Camp, a primary Mt. Hood residential and tourism community;

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www.clackamas.us

exists at the 4,647-foot summit of a mountain pass subject to hazardous weather conditions; is accessed by east-bound travelers through an un signaled cross-traffic turn lane; and features only 12 parking spaces, no semi-truck turn-around space, and less than three acres of total size. The rest area also shares a large asphalt parking lot with the existing Summit Ski Area which involves a high volume of pedestrian traffic during the winter months, requiring rest area users to pass through the ski area parking lot, which during high-use periods is busy with families walking to and from the ski area.

Important work is underway by communities and agencies in the area, including the Forest Service and Oregon Department of Transportation, to examine the potential for expanding transit service and developing a transit hub that could serve the greater Government Camp area. While that work addresses a different need than car and truck travel in and through the area served by a rest area, needs analyses and concept-level work could provide economies of interest and scale in the development of other projects such as a transit hub. Leaders of the rest area relocation project maintain a strong and open link with the public transit planning community and are interested in working with Western Federal Lands in the context of this feasibility study to share insights and information.

Earlier this year, Governor Kate Brown designated the rest area project as an Oregon Solutions project, naming the following co-conveners for oversight: Congressman Earl Blumenauer, State Representative Anna Williams, and Tom Imeson. A 27-member project team has formed and is working in several sub-groups on various aspects of the work. Commissioner Savas is the Board's liaison to the Oregon Solutions team.

The team is proposing a feasibility and concept study to examine costs, considerations and design concepts for relocating the current rest area to other more suitable areas and to do this in a broader context of transportation planning that considers the wider Mt. Hood and Central Oregon region. The Oregon Solutions conveners are applying for a Western Federal Highways Division Federal Lands Access Program (FLAP) grant to fund this important study work.

RECOMMENDATION:

Staff proposes that the Board of County Commissioners approve and sign the attached letter of support for the FLAP application for the Government Camp Rest Stop Relocation project.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing and Human Services Department

September 28, 2021

Western Federal Lands Highway Division
610 E. Fifth Street Vancouver, WA 98661
Attention: Neal Christensen, Program Manager

Dear Mr. Christensen and members of the Program Decision Committee:

Clackamas County supports the Federal Lands Access Program (FLAP) grant application that has been submitted to you by the Oregon Solutions team for conducting a feasibility and concept study to relocate the Mt. Hood rest area east of Government Camp.

The current rest stop location no longer meets the needs of users and impedes future sustainable redevelopment and use of this area. The site is too small for the traffic on Highway 26, requires access through an un-signalized intersection that presents significant safety concerns, and shares a parking lot with Summit Ski Area, limiting access to commercial vehicles and increasing the danger to pedestrians. Highway 26 is a vital corridor for freight and other commercial applications as well as a vital link to the scenic Mount Hood area.

Oregon Governor Kate Brown has convened an Oregon Solutions project to consider rest area relocation. Oregon Solutions engages policy, community, and business leaders to develop innovative, collaborative solutions to complex issues. This project involves 27 individuals and organizations from all sectors and levels of government who are aligned in their desire for a different way to respond to the needs of the traveling public and commercial truck traffic. A crucial first step will be to examine the feasibility of a move, and to consider rest area concepts, which FLAP grant funding would support. We are confident that early study work will be a catalyst for other levels of government and project supporters to leverage additional funding sources and support in the years ahead to make an eventual relocation possible.

Clackamas County supports the efforts of the many partners who are involved in this collaborative effort. We support this application as an essential next step in this process and appreciate your careful consideration.

Sincerely,

Tootie Smith, Chair
Clackamas County Board of County Commissioners

MEMO

TO: BCC

FROM: Rodney A. Cook, H3S Director

Date: September 28, 2021

RE: Letter of Support to Western Federal Lands for the Government Camp Rest Stop Relocation Project- Application for Federal Lands Access Program Grant Funds for Planning

The current Mt. Hood Government Camp Summit rest area infrastructure has been in place since the mid 1950s. Exponential growth in use and traffic has rendered it no longer able safely to meet the travel, work, environmental, and recreational demands of the twenty-first century. The rest area is immediately adjacent to Government Camp, a primary Mt. Hood residential and tourism community; exists at the 4,647-foot summit of a mountain pass subject to hazardous weather conditions; is accessed by east-bound travelers through an unsignaled cross-traffic turn lane; and features only 12 parking spaces, no semi truck turn-around space, and less than three acres of total size. The rest area also shares a large asphalt parking lot with the existing Summit Ski Area which involves a high volume of pedestrian traffic during the winter months, requiring rest area users to pass through the ski area parking lot, which during high-use periods is busy with families walking to and from the ski area.

Important work is underway by communities and agencies in the area, including the Forest Service and Oregon Department of Transportation, to examine the potential for expanding transit service and developing a transit hub that could serve the greater Government Camp area. While that work addresses a different need than car and truck travel in and through the area served by a rest area, needs analyses and concept-level work could provide economies of interest and scale in the development of other projects such as a transit hub. Leaders of the rest area relocation project maintain a strong and open link with the public transit planning community and are interested in working with Western Federal Lands in the context of this feasibility study to share insights and information.

Earlier this year, Governor Kate Brown designated the rest area project as an Oregon Solutions project, naming the following co-conveners for oversight: Congressman Earl Blumenauer, State Representative Anna Williams, and Tom Imeson. A 27-member project team has formed and is working in several sub-groups on various aspects of the work. Commissioner Savas is the Board's liaison to the Oregon Solutions team.

The team is proposing a feasibility and concept study to examine costs, considerations and design concepts for relocating the current rest area to other more suitable areas and to do this in a broader context of transportation planning that considers the wider Mt. Hood and Central Oregon region. The Oregon Solutions conveners are applying for a Western Federal Highways Division Federal Lands Access Program (FLAP) grant to fund this important study work.

Staff proposes that the Board of County Commissioners approve and sign the attached letter of support for the FLAP application for the Government Camp Rest Stop Relocation project.

September 28, 2021

Board of County Commissioners
Clackamas County

Approval of Letter of Support to Western Federal Lands for Columbia Area Transit’s Application for Federal Lands Access Program Grant Funds for Continued Operations and Expanded Service

| | |
|--|---|
| Purpose/Outcomes | Approval of letter of support to Western Federal Lands for Columbia Area Transit’s Application for Federal Lands Access Program Grant Funds for Continued Operations and Expanded Service. This application will preserve existing transit service on Mt Hood and provide expanded service to Government Camp |
| Dollar Amount and Fiscal Impact | N/A |
| Funding Source | Western Federal Lands |
| Duration | FY24-25 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers. |
| Counsel Review | This is a letter of support. Not subject to County Counsel Review |
| Procurement Review | 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a letter of support for a partner agency. |
| Contact Person | Brenda Durbin, Director, Social Services Division 503-655-8641 |
| Contract No. | N/A |

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval of a letter of support to Western Federal Lands for Columbia Area Transit’s Application for Federal Lands Access Program Grant Funds for Continued Operations and Expanded Service. This application will preserve existing transit service on Mt Hood and provide expanded service to Government Camp.

Mt. Hood continues to be one of the most important visitor attractions in Oregon and has a vital role in the local economy. Clackamas County has been very actively involved in planning efforts that support the development of transportation options to address concerns around safety, accessibility, parking and other

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issues. Plans such as the Mt Hood Multimodal Plan (2014) and the Vision around the Mountain Plan (2021) have emphasized the role of transit in providing a safe and cost effective option to private vehicle traffic. Clackamas County's Mt Hood Express came as a result of those planning efforts and represents a vital transit link to the Villages at Mt Hood, Government Camp and Timberline Lodge.

Columbia Area Transit (CAT) has also added transit options with their Gorge-to-Mountain Express service that operates during the winter season between Hood River and Mt Hood Meadows. This service provides accessible and safe transportation for both job seekers and recreational users and was funded by a Federal Lands Access Grant. CAT is currently applying to renew FLAP grant funding to preserve the existing winter service as well as expand service to year-round (similar to the Mt Hood Express) and add service between Mt Hood Meadows and Government Camp. The new service expansions would "close the gap" along Highway 35 and 26 to allow transit users to access activities and businesses on both the west and east sides of Mt Hood.

RECOMMENDATION:

Staff proposes that the Board of County Commissioners approve and sign the attached letter of support for the FLAP application for Columbia Area Transit's transit service preservation and expansion.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing and Human Services Department

MEMO

TO: BCC

FROM: Rodney A. Cook, H3S Director

Date: September 28, 2021

RE: Letter of Support to Western Federal Lands for Columbia Area Transit's Application for Federal Lands Access Program Grant Funds for Continued Operations and Expanded Service

Mt. Hood continues to be one of the most important visitor attractions in Oregon and has a vital role in the local economy. Clackamas County has been very actively involved in planning efforts that support the development of transportation options to address concerns around safety, accessibility, parking and other issues. Plans such as the Mt Hood Multimodal Plan (2014) and the Vision around the Mountain Plan (2021) have emphasized the role of transit in providing a safe and cost effective option to private vehicle traffic. Clackamas County's Mt Hood Express came as a result of those planning efforts and represents a vital transit link to the Villages at Mt Hood, Government Camp and Timberline Lodge.

Columbia Area Transit (CAT) has also added transit options with their Gorge-to-Mountain Express service that operates during the winter season between Hood River and Mt Hood Meadows. This service provides accessible and safe transportation for both job seekers and recreational users and was funded by a Federal Lands Access Grant. CAT is currently applying to seeking renewal FLAP funding to preserve the existing winter service as well as expand service to year-round (similar to the Mt Hood Express) and add service between Mt Hood Meadows and Government Camp. The new service expansions would "close the gap" along Highway 35 and 26 to allow transit users to access activities and businesses on both the west and east sides of Mt Hood.

Staff proposes that the Board of County Commissioners approve and sign the attached letter of support for the FLAP application for Columbia Area Transit's transit service preservation and expansion.

September 28, 2021

Western Federal Lands Highway Division
610 E. Fifth Street Vancouver, WA 98661
Attention: Neal Christensen, Program Manager

Dear Mr. Christensen and members of the Program Decision Committee:

Clackamas County supports the Federal Lands Access Program (FLAP) grant application submitted by Columbia Area Transit (CAT) requesting funds for continuing transit operations and service expansion along the Highway 35 and 26 corridors.

Mt. Hood is one of the premier attractions in the State of Oregon, bringing in visitors from around the world and providing an economic powerhouse of jobs and services. From the Mt Hood Multimodal Plan in 2014 to the recently completed Vision Around the Mountain Plan in 2021, Clackamas County has supported creative solutions to the challenges faced in this area, including congestion, safety, environmental impact, and accessibility. The County's Mt Hood Express transit service and CAT's Gorge-to-Mountain Express service between Hood River and Mt Hood Meadows have been key links in building a network of transit service.

We support CAT's application for FLAP operations funding to provide continuing service during the winter season between Hood River and Mt Hood Meadows and prioritize the need to support existing, successful transit service. We also support CAT's application for expanded funding to support year round service and to provide service between Mt Hood Meadows and Government Camp. Transit service in the Mt. Hood corridor reduces traffic congestion; improves safety, especially during winter months; and provides an enhanced level of accessibility for both employees and recreational users.

FLAP funding would help close a crucial gap in transit service that is identified in the Vision around the Mountain Plan.

Thank you for your consideration.

Sincerely,

Tootie Smith, Chair
Clackamas County Board of County Commissioners

October 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Northwest Housing Alternatives to Provide Homeless Shelter Services. Grant funds of \$50,000 Funded through Community Development Block Grants.
No County General Funds Involved

| | |
|--|---|
| Purpose/ Outcome | Signature approval of an agreement to provide funding for staffing, utilities and supplies for an existing homeless shelter for homeless families to get back into stable housing. |
| Dollar Amount and Fiscal Impact | Community Development Block Grant (CDBG) FY21 funds of \$50,000 as a grant. No County General Funds are included in this Agreement. |
| Funding Source | U.S. Department of Housing and Urban Development (HUD) |
| Duration | July 1, 2021 to June 30, 2022 |
| Previous Board Action/ Review | BCC Public Hearing on April 8, 2021. May 6, 2021 BCC Approval of the 2021 Action Plan which included \$50,000 for the Annie Ross House shelter. |
| Strategic Plan Alignment | Build a Strong Infrastructure. Ensure Safe, Healthy and Secure Communities. |
| County Review | 1. The Subrecipient Agreement was reviewed and approved by County Counsel AN on August 11, 2021. |
| Procurement Review | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient that was processed through Finance Grant Management |
| Contact Person | Mark Sirois, Manager - Community Development: 503-351-7240 |
| Contract No. | H3S #10360 Subrecipient Agreement 22-016 |

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement to fund homelessness services at the Annie Ross House in Milwaukie, OR. In 2019 Northwest Housing Alternatives (NHA) applied for Community Development Block Grant (CDBG) funding to provide homelessness shelter services for families who are homeless.

PROJECT OVERVIEW: The Annie Ross House will provide emergency shelter services at a local shelter to households experiencing homelessness.

It is expected that the funding under this CDBG contract will assist approximately 60 homeless families with shelter services during the program year.

RECOMMENDATION: We recommend the signature approval of this Sub-recipient Agreement.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-016**

Project Name: **CDBG FY2021 NHA – Annie Ross House**

Project Number: **53751**

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Health, Housing and Human Services Department,
Community Development Division (“COUNTY”)
and **Northwest Housing Alternatives, Inc.**, (“SUBRECIPIENT”), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: **Bouavieng Bounnam**

Program Manager: **Amy Council**

Clackamas County – Finance

Clackamas County – Community Development

2051 Kaen Road

2051 Kaen Road, Suite 245

Oregon City, OR 97045

Oregon City, OR 97045

Phone: 503-742-5422

Phone: 971-349-2949

Email: bbounnam@clackamas.us

Email: acouncil@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Vickie Howard**

Program Representative: **Peter Rosenblatt**

Northwest Housing Alternatives, Inc.

Northwest Housing Alternatives, Inc.

2316 SE Willard Street

2316 SE Willard Street

Milwaukie, OR 97222

Milwaukie, OR 97222

Phone: 503-654-1007 ext.121

Phone: 503-654-1007 ext.121

Email: howard@nwhousing.org

Email: rosenblatt@nwhousing.org

DUNS: 180757437

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. The program is designed to provide Community Development Block Grant (“CDBG”) funds to Northwest Housing Alternatives, Inc., to support homelessness prevention by securing funds to provide for staffing and operation expenses at a local domestic violence shelter.
2. COUNTY has applied for and expects to receive CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“ACT”).
3. Funds provided by COUNTY shall be used for expenditures for **Annie Ross House**, in Milwaukie, OR, a homeless shelter for the purpose of providing families and individuals who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities.

4. In response to a Congressional directive, HUD has required all recipients to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201(e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
5. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a homeless shelter benefiting homeless persons. Documentation shall be provided through submission of quarterly reports on all Annie Ross House activities and persons served. The report is included as Attachment A and shall be submitted to the COUNTY with each quarterly invoice.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **July 1, 2021 and expires June 30, 2022**, a total of twelve (12) months.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Scope of Work. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart C of Title I of the Housing and Community Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award number B20-UC-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title I of the *Code of Federal Regulations* (“CFR”), Part 24, Sub-Part 570. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the Community Development Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification #B20-UC-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is **\$50,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;

- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Written notice provided by COUNTY that HUD has determined CDBG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to pay for this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR Part 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of

SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR Part 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect costs are not reimbursed on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** HMIS reporting is not a requirement of this agreement.
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <https://www.sam.gov>.
- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’s discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - 1. Client Eligibility Determinations and documentation;
 - 2. Rental Assistance Agreements;
 - 3. Service and assistance provided;
 - 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 - 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 - 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 - 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(7), as applicable.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the CDBG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.307 generated by activities carried out with CDBG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for

activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's

written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

13. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less

than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 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.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- e) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- f) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- g) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. Other Federal Requirements

- a) The requirements in 24 CFR Part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply.
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR 200 apply to SUBRECIPIENT and program income is to be used as the nonfederal share. These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j)(3)
- f) **Environmental review responsibilities.**
 - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the

instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).

- 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to these public services in the CDBG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of CDBG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under CDBG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with CDBG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with CDBG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 570.606 governing the CDBG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 570.606 and such assistance shall be subtracted from the CDBG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the CDBG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.

- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with CDBG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY's (or SUBRECIPIENT's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its

books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
 - i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
 - ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include

the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
 - iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
 - v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 20. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 21. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with

confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

22. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
23. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
25. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

(Signature Page Follows)

EXHIBIT A

SUBRECIPIENT SCOPE OF WORK

1. Scope of Work for: Northwest Housing Alternatives, Annie Ross House

These CDBG funds are to be used to prevent, prepare for, and respond to homelessness prevention among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities. Agency agrees to accomplish the following work under this contract:

- A. Provide emergency shelter services to homeless families by paying for staff and other operational expenses.
 - B. It is expected that the funding under this CDBG contract will assist approximately 60 homeless families with shelter services during the program year.
2. SUBRECIPIENT agrees to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (c), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
 3. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a homeless shelter benefiting homeless persons. Documentation shall be provided through submission of quarterly reports on all Annie Ross House activities and persons served. The report is included as Attachment A and shall be submitted to the COUNTY with each quarterly invoice.
 4. COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within ten (10) days after being notified by the COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
 5. COUNTY agrees to apply for and administer CDBG funds received under the ACT, and to provide funds to the SUBRECIPIENT pursuant to this Agreement.

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this Agreement shall not exceed \$50,000 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

NHA Shelter and Housing Program Budget

| Program Costs | Amount | Source of Funds |
|---|-----------------|---|
| Shelter Staffing (Fringe Benefits, Payroll Taxes, Employee Pay) | \$453,013 | -Unrestricted agency funds |
| | | -Government funding (confirmed): Community Development CDBG & Community Development ESG |
| Shelter Utilities | \$23,500 | -Unrestricted agency funds |
| Shelter Maintenance | \$22,391 | -Unrestricted agency funds |
| Shelter Supplies (includes food) | \$24,362 | -Unrestricted agency funds |
| Insurance (prorated share of full agency coverage) | \$5,600 | -Unrestricted agency funds |
| Other (training, client assistance, program overhead, occupancy, admin support, depreciation) | \$253,713 | -Unrestricted agency funds |
| EFSP Funding (enter negative amount) | -132,240 | |
| Total Shelter Expenses | 655,288 | |
| Total CDBG: | \$50,000 | |

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

Northwest Housing Alternatives

Organization Name

Award Number or Project Name

Trell Anderson, Executive Director

Name and Title of Authorized Representative

Trell Anderson

8/27/21

Signature

Date

**Exhibit D
REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
Please follow instructions for completing this form as outlined in Exhibit D.1.**

| | |
|---|---|
| Subrecipient <u>Northwest Housing Alternatives, Inc.</u> | Grant Number: <u>22-01X</u> |
| Address: _____ | Report Period: _____ |
| | Contract #: _____ |
| Contact Person: _____ | Federal Award #: <u>B20-UC-41-0001</u> |
| Phone Number: _____ | CFDA(s): <u>14.218</u> |
| E-mail: _____ | |

| Budget Category | Budget | Current Draw Request | Previously Requested | Balance |
|------------------------------------|--------|----------------------|----------------------|---------|
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| Total Grant Funds Requested | \$ - | \$ - | \$ - | \$ - |

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____

Authorized Signer: _____

Date: _____

Department Review
Project Officer Name:
Department:

Signature: _____

Date: _____

EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by CDBG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment A.

| | |
|---|-------------------------------------|
| Project Name: CDBG 2021 Annie Ross House | Agreement #: 22-01X |
| Federal Award #: B20-UC-41-0001 | Date of Submission: XX/XX/XX |
| Subrecipient: NORTHWEST HOUSING ALTERNATIVES, INC. | |
| Has Subrecipient submitted all requests for reimbursement? Y/N | |
| Has Subrecipient met all programmatic closeout requirements? Y/N | |

EXHIBIT E: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

| | |
|---|--|
| Total Federal Funds authorized on this agreement: | |
| Year-to-Date Federal Funds requested for reimbursement on this agreement: | |
| Total Federal Funds received on this agreement: | |
| Balance of unexpended Federal Funds (Line 1 minus Line 3): | |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

October 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Oregon Trail School District No. 46 for facility use.
Contract not to exceed \$18,000 for one year. Funding is through fee for service revenue.
No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Clackamas County Health Centers Division is leasing office space to provide evening behavioral health services for students located in Sandy, Oregon. |
| Dollar Amount and Fiscal Impact | Contract maximum value is \$18,000. |
| Funding Source | Fee for services revenue through Health Center clinics. No County General funds are involved. |
| Duration | July 1, 2021 – June 30, 2022 |
| Previous Board Action | October 5, 2021 |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities providing evening behavioral health activities for students. |
| Counsel Review | <ol style="list-style-type: none"> 1. August 2, 2021 2. Andrew Naylor |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement. |
| Contact Person | Deborah Cockrell, Health Center Director – 503-742-5495 |
| Contract No. | 10284 |

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Facility Lease Agreement with the Oregon Trail School District 46. This agreement secures and pays the lease for evening use where the Sandy School Based Health Center is located.

The maximum contract value is \$18,000. This agreement is effective July 1, 2021 and will expire on June 30, 2022. This agreement is retro-active due to it not being returned signed by the school district until September 20, 2021.

RECOMMENDATION:

Staff recommends approval agreement.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services Department

FACILITY USE AGREEMENT

OREGON TRAIL SCHOOL DISTRICT 46 - SANDY HIGH SCHOOL BUILDING

Start Date: July 1, 2021
End Date: June 30, 2022
Owner: Oregon Trail School District 46, hereafter referred to as "District"
Address: PO Box 547
Sandy, OR 97055-0547
Phone: 503-668-5541
Contact: Jim Seipel
E-mail: jim.seipel@ortrail.k12.or.us

Facility User: Clackamas County, Acting by and through its Health, Housing, Human Services Department, Health Centers Division
Address: 2051 Kaen Road, #367
Oregon City, OR 97045
Phone: 503-723-4980
Fax: 503-742-5979
Contact: Carol Kepp
E-mail: ckepp@clackamas.us

Premises: Sandy High School – Room 4-18 Health Center

- 2021 Summer break schedule: July 1 through September 6; 8:00am – 9pm.
- School year schedule: Monday through Friday, September 7 through June 15; 3:00 pm to 9:00 pm.
- Winter break schedule: Monday through Friday, December 20 through January 3, except December 25 and January 1 holidays; 8:00 am – 9:00 pm
- Spring break schedule: March 21 through March 25; 8:00 am to 9:00 pm
- 2022 Summer break schedule: June 16 through June 30: 8:00 am – 9:00 pm (pending any snow days that may cause an adjustment to the school-year calendar)

Purpose of Use: To operate a center for **Behavioral Health Services** for students in grades K-12

Usage Fee: \$ 1,500 per month

Deposit: \$ None

General Conditions:

1. **Term** – The term of this Facility Use Agreement ("Agreement") is from the Start date to the End date, inclusive. This Agreement may be terminated by either party upon 30 days written notice to addresses as listed.
2. **Usage Fee** – The Usage Fee is due on the first day of the term of this Agreement.

3. **Deposit** – The deposit is refundable within 30 days after termination of this Agreement. District shall have the right to offset against the Deposit any sums owing from the Facility User not paid when due; any damages caused by Facility User; the cost of curing any default by Facility User; and the cost of performing any repair or cleanup that is Facility User's responsibility. Offset against Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by District, at its option, in addition to any other remedy provided by law for Facility User's nonperformance. If an offset is claimed by the District during the term of this Agreement, Facility User will make whole the Deposit within 20-days of demand.
4. **Use** – Facility User shall use the Premises for no other purposes than stated herein without the District's written consent. Facility User has a nonexclusive right to reasonable use of common areas of the Sandy High School campus which are normally open during Facility User's times and dates of usage, i.e. parking areas, walkways, etc. Facility User shall not annoy, obstruct or interfere with the rights, privileges and quiet enjoyment of the Sandy High School campus or building by students, guests, personnel of the District, or other permissive users. Facility User shall promptly comply with all applicable laws, ordinances, rules and regulations of any public authority. Facility User shall not conduct any activities that will increase District's insurance rates for the Premises or that will in any manner degrade or damage the condition or reputation of the District or the Premises.
5. **Condition of Premises** – Except as otherwise expressly set forth in this Agreement, the Premises are accepted by the Facility User in *As Is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Facility User and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations and ordinances.

Exceptions: District agrees to make electrical grounding improvements for the Premises to meet electrical code requirements imposed for health clinic operation.

6. **Equipment** – Facility User shall use in the Premises only such equipment as is customary for Facility User's use and shall not overload the floors, or electrical circuits of the Premises or Building. Facility User shall not alter the plumbing or wiring or install heating generating equipment without advance District approval of the location of and manner of installation.
7. **Exterior Signs and Devices** – No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior of the Premises, common areas, or elsewhere on any property of the District, nor shall anything be placed on any window or positioned so as to be visible from outside the Premises by Facility User, without prior written approval of the District.
8. **Utilities and Services** – District will furnish power, central heating & cooling, and network connectivity to Facility User during the hours of permitted use. Interruption of these services shall not be deemed to constitute a material disturbance of Facility User's use and possession of the Premises, shall not render the District liable to Facility User for damages, and shall not relieve Facility User from performance of Facility User's obligations under this Agreement. Facility User shall be responsible for individual POTS lines for their exclusive use and provide its own surge protection for power furnished to the Premises.
9. **Maintenance and Repair** – District will provide daily janitorial service for Premises. District will maintain interior walls, floors, ceilings, light fixtures, doors, windows and related hardware, within reasonable wear and tear. Repair of damage to the Premises, the Building, or other

property of District caused by any negligent or intentional acts or breach of this Agreement by Facility User, its employees, or invitees, shall be at Facility User's expense. District may erect scaffolding and other apparatus necessary for maintenance and repair. District shall have no liability for interference with Facility User's use because of maintenance and repair. Under no circumstances shall Facility User shall have a claim against District for any interruption or interference with Facility User's occupancy of Premises.

Exceptions: Janitorial services will not be provided on District furlough days or during the summer break period. Facility User may request janitorial services during these periods but will be billed, in addition to Usage Fee, the overtime rate of District janitorial staff for such services.

10. **Improvements** – Provided that District gives advance written approval therefor, Facility User may, at its expense, make such improvements to the Premises as may be reasonably necessary from time to time for its operations. Improvements include, but are not limited to: changing the color of the interior, installing or removing any wall, and modifying floor coverings.
11. **Access** – District authorized staff shall have the right to enter the Premises at any time to determine Facility User's compliance with this Agreement and to perform necessary services, maintenance and repairs or alterations to the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner at to minimize interference with the reasonable use of the Premises by Facility User. Facility User will be provided with electronic access cards for Premises and must report the loss of such cards immediately to District. District will program electronic access of facility entrance to coincide with the authorized Premises Use hours.
12. **Compliance with Laws** – Facility User shall substantially comply with all applicable laws relating to its possession and use of the Premises.
13. **Hazardous Substances** – Facility User shall be responsible for the control, use and appropriate disposal of hazardous substances necessarily incurred in Facility User's health clinic operations. Facility User shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to hazardous substances attributable to Facility User.
14. **Insurance** – Facility User shall carry at all times during the Term of the Agreement, an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate. Such insurance or self-insurance shall cover all risks arising directly or indirectly out of Facility User's use of Premises. A certificate of insurance is required prior to Start Date of this Agreement. Government entity Facility Users may self-insure to provide equivalent coverage.

During the term of this contract, District shall maintain in force, at its own expense, comprehensive liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.

15. **Security** – While limited intrusion security is provided for Premises, District shall have no obligation to provide additional security services or measures to Facility User, its employees, officers, agents, clients, or guests, and under no circumstances will the District be deemed liable

for any personal injuries or property damage related to breach of Premises security. Facility User will cooperate with security measures established by District.

16. **Regulations** – District shall have the right, but shall not be obligated, to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all permissive users of the campus in which Premises are located. All such regulations and policies shall be complied with as if part of this Agreement. District shall provide Facility User thirty (30) days' notice of any changes in District's then-current regulations or policies prior to their implementation. Facility User may either (1) agree to comply with the proposed changes to the regulations or policies or (2) immediately terminate this Agreement.
17. **Default** – Any of the following shall constitute a default by Facility User under this Agreement: 1) Facility User's failure to pay Usage Fee or any other charges under this agreement within 5 days after due, 2) failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance, 3) Facility User's insolvency or assignment for the benefit of creditors, 4) Facility User's commencement of proceedings under any provision of bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District properties or financial records, 5) vacating or abandoning the Premises, or 6) disturbing the quiet enjoyment of the campus, as District may determine in its sole discretion, which is the grounds for immediate termination.
18. **Remedies** – In case of default, District shall have the right to the following remedies which are intended to be cumulative in addition to any other remedies provided under applicable law: 1) District may terminate the Agreement without notice to Facility User, 2) District may take exclusive possession of the Premises and may make use thereof without accepting surrender or waiving the right to damages 3) District may recover all damages caused by Facility User default, 4) District may make any payment or perform any obligation which Facility User has failed to perform, in which case District shall be entitled to recover from Facility User upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of five (5.00%) percent each month, which rate shall apply to any past due Usage Fees.
19. **Surrender** - On termination of this Agreement, Facility User shall deliver all keys and all access cards to District and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear and tear from ordinary use. Facility User shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be deemed an abandonment of the property, and District may dispose of it in any manner without liability. If Facility User fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over Usage Fee rate shall be one and one-half times the total Usage Fee being charged when the right to occupy expires.
20. **Indemnification** – Subject to the limits of the Oregon constitution and the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgements based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and

employees in connection with the performance of this Agreement. The parties' liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

21. **Assignment and Subletting** – Facility User may not assign this Agreement, or any of its rights hereunder, or attempt to sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.
22. **Notices** – Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Facility User shall be deemed adequate and effective immediately when hand-delivered to, or posted upon or within, the Premises. Usage Fee shall be payable to District at the same address and in the same manner, but shall be considered paid only when received.
23. **This agreement** is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 1 O 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.
24. **Interpretation of this Agreement** – This Agreement shall be governed by the laws of the state of Oregon. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be diminished. Both District and Facility User have had the opportunity to have this Agreement reviewed and approved by attorneys of their own choosing, and therefore this Agreement shall be interpreted as having been drafted jointly by the parties hereto. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Facility User is a corporate entity, the person signing this Agreement hereby warrants that he/she is authorized to make this Agreement by the entity's governing board. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.
25. **Entire Agreement** – This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Facility User is relying on any representations other than those expressly set forth herein.
26. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party is responsible for its own attorneys' fees and expenses.

Facility User:
Clackamas County

By: _____
Title: _____
Date: _____


Approved as to form:



Clackamas County Counsel

Date: 08/02/2021

District:
Oregon Trail School District 46



Timothy Belanger
Director of Business Services
Date: 9-13-2021

School Board Approved 9-13-2021

October 14, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Oregon Health and Sciences University, acting by and through its Oregon Health Authority for Operation (OHA) as the Local Public Health Authority for Clackamas County. Contract not to exceed \$50,000. Funding is provided by the State of Oregon.

No County General Funds are involved.

| | |
|--|---|
| Purpose/Outcomes | OHSU will provide COVID-19 testing for vulnerable populations within congregate settings, such as long-term care facilities. |
| Dollar Amount and Fiscal Impact | The contract maximum value is \$50,000. |
| Funding Source | Funding through the State - No County General Funds are involved. |
| Duration | Effective upon signature and terminates on December 31, 2021 |
| Previous Board Action | No Previous Board Action |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Funding through this Agreement allows the Clackamas County Public Health Division (CCPHD) through partnership with OHSU, to provide COVID-19 testing services to Clackamas County vulnerable populations in congregate settings such as, long-term care facilities. 2. Ensure safe, health and secure communities |
| Counsel Review | County counsel has reviewed and approved this document on April 21, 2021 KR |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA |
| Contact Person | Philip Mason-Joyner, Public Health Director – (503)742-5956 |
| Contract No. | 10076 |

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the IGA with Oregon Health and Science University to provide COVID-19 testing to Clackamas County vulnerable populations in congregate settings, such as long-term care facilities.

Per the States directive in the Amendment, this Amendment is effective upon signature and continues through December 31, 2021 regardless of the date the Amendment is fully executed.

Page 2 Staff Report
October 05, 2021
Agreement #10076

RECOMMENDATION:

Staff recommends the Board approval IGA Contract #10076 with Oregon Health and Science University.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND OREGON HEALTH & SCIENCES UNIVERSITY
Contract #10076**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Oregon Health & Science University (Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County desires to partner with Oregon Health & Sciences University in support of the County's efforts towards Reopening Clackamas as a component of the prerequisites required by the Governor's Office. The County is requesting partner agencies to conduct COVID-19 testing for vulnerable populations within congregate settings.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2021, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed fifty thousand dollars (\$50,000.) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

Oregon Health & Science University

Intergovernmental Agreement #10076

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C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

B. Either the County or the Agency 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

C. The County or the Agency 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 is of the same nature as that waived.

D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.

E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all

Oregon Health & Science University

Intergovernmental Agreement #10076

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costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, 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 this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Philip Mason-Joyner, Public Health Director, or their designee will act as liaison for the County.

Contact Information:

503-742-5956 - PMason@clackamas.us

Kevin O'Boyle, Vice President of Ambulatory Services, or their designee will act as liaison for the Agency.

Contact Information:

oboyle@ohsu.edu

10. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement 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

Oregon Health & Science University

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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 County 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. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed 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 produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental

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Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency 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.

Oregon Health & Science University

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- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Oregon Health & Science University
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IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Commissioner, Tootie Smith, Chair
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull

Board of County Commissioners

Date

Oregon Health & Science University

Anthony R. Masciotra, Jr.
CEO, OHSU Practice Plan, SVP & Chief Ambulatory and P

Anthony R. Masciotra, Jr.

Authorized Signer

6/14/2021 | 7:16:35 PM PDT

Date

Oregon Health & Science University

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**EXHIBIT A
SCOPE OF WORK**

Background and Purpose

The Clackamas County Public Health Division desires a partnership with Oregon Health & Sciences University (OHSU) in conducting COVID-19 testing for vulnerable populations within congregate settings. This includes (but is not limited to):

- Long-term care, skilled nursing, assisted living facilities, and adult foster homes
- Employers with essential worker at high-risk (e.g. unable to follow physical distancing deadlines)
- High-risk Housing Authority locations
- Houseless communities and camps

Agency will:

- Be designated as submitting facility under Agency's Medical Director's order.
- Provide medical personnel to perform COVID-19 testing using Nasopharyngeal (NP) swabs with personal protective equipment.
- Use COVID-19 testing protocols approved by Agency's Medical Director.
- Provide the required NP test kit supplies and PPE.
- Register patient through Agency's EHR system and conduct laboratory testing.
- Provide positive and negative results with follow-up to patient.
- Provide County with line list of positive and negative cases from any joint testing event.
- Work with County to assure culturally responsive services are provided.
- All vehicles and drivers are currently licensed and insured.

County will:

- Provide public health consultation to Agency.
- Assure that test kits supplies are available, as needed.
- Work with Agency to assure culturally responsive services are provided.
- Provide a list of names, dates, and locations of those authorized to receive testing services. Work collaboratively with Agency and facility(s) to coordinate testing. No other person(s) have authority to schedule or receive testing.
- Provide 24 hours' notice to Agency when requesting testing unless otherwise negotiated and agreed upon by both parties.

Oregon Health & Science University

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All Parties agree that the expected volume is one to two sites per week (up to 100 – 150 tests per site). The parties will monitor test volume on a monthly basis.

Compensation:

The county will reimburse Agency for true and verifiable expenses, in an amount not to exceed \$50,000.

Bill rate: \$40 per test administered

Agency will not seek reimbursement from third party insurers for services provided under this Agreement.

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

AGENCY shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract # 9754, dates of service, assignment, number of hours billed, number of tests conducted, PPE, and the total amount due for all service provided during the month. Invoices shall be submitted to:

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

Or electronically to:

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate AGENCY name and contract #10076 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 AGENCY.

EXHIBIT B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" shall mean the Oregon Health Science University and "County" shall mean Clackamas County

1. The County intends that all or a portion of the consideration paid to Agency will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Agency; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Agency hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding

Oregon Health & Science University

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agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. If this Agreement is in excess of \$150,000, Agency certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Agency and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each Agency must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Agency shall include and require all providers 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.
7. Agency shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Agency is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Agency may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Agency is required to verify that none of the Agency's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Agency must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these

Oregon Health & Science University

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regulations in any lower tier covered transaction that Agency enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8. Record Retention. Agency will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Agency agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Agency agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the Department of Resources Recycling and Recovery and the Agency acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Agency shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Agency will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Agency, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Agency acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Agency's actions pertaining to this Contract.
13. Agency will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Agency must

Oregon Health & Science University

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comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Agencies who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Agency hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned 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 shall certify and disclose accordingly.

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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.

The Agency, Oregon Health & Science University certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Agency understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Anthony R. Masciotra, Jr.

Signature of Agency's Authorized Official

Anthony R. Masciotra, CEO, OHSU Practice Plan, SVP & Chief Ambulatory and PR

Name and Title of Agency's Authorized Official

6/14/2021 | 7:16:35 PM PDT

Date

October 14, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation (OHA) as the Local Public Health Authority for Clackamas County. Contract not to exceed \$3,612,838. Funding is provided by the State of Oregon.
No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Amendment #01 updates. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers, and adds \$813,565. |
| Dollar Amount and Fiscal Impact | Bringing the contract maximum value to \$3,612,838. |
| Funding Source | Funding through the State - No County General Funds are involved. |
| Duration | Effective July 1, 2021 and terminates on June 30, 2022 |
| Previous Board Action | The Board previously reviewed and approved this agreement on July 22, 2021, Agenda item 072221-A8 |
| Strategic Plan Alignment | 1. Funding through this Agreement 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, and Women’s, Infants, and Children (WIC) Program 2. Ensure safe, healthy and secure communities |
| Counsel Review | County counsel has reviewed and approved this document on September 20, 2021 KR |
| Procurement Review | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA |
| Contact Person | Philip Mason-Joyner, Public Health Director – (503)742-5956 |
| Contract No. | 10213-01 |

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 that updates. Exhibit A “Definitions”, Section 18 “Program Element” and adds \$813,565. Bringing the contract maximum value to \$3,612,838

Per the States directive in the Amendment, this Amendment is effective July 1, 2021 and continues through June 30, 2021 regardless of the date the Amendment is fully executed.

Page 2 Staff Report
October 14, 2021
Agreement #10213-01

RECOMMENDATION:

Staff recommends the Board approval Amendment #1 to the IGA with the State of Oregon.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

Agreement #169503



**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This First Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on July 1, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

| <u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S) | <u>FUND TYPE</u> | <u>FEDERAL AGENCY/ GRANT TITLE</u> | <u>CFDA#</u> | <u>HIPAA RELATED (Y/N)</u> | <u>SUB-RECIPIENT (Y/N)</u> |
|--|------------------|---|--------------|----------------------------|----------------------------|
| <u>PE 02</u> Cities Readiness Initiative (CRI) Program | GF | N/A | N/A | N | N |
| <u>PE 40-03</u> BFPC: July-September | FF | WIC Breastfeeding Peer Counseling Grant | 10.557 | N | Y |
| <u>PE 40-04</u> BFPC: October-June | FF | WIC Breastfeeding Peer Counseling Grant | 10.557 | N | Y |
| <u>PE40-05</u> Farmer’s Market | GF | N/A | N/A | N | N |

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

7. Signatures.

Signature: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Signature: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY22)**

| | | |
|---|---|---------------------------------|
| State of Oregon Oregon Health Authority Public Health Division | | |
| 1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035 | 2) Issue Date Thursday, July 15, 2021 | This Action Amendment |
| | 3) Award Period From July 1, 2021 through June 30, 2022 | |

| 4) OHA Public Health Funds Approved | | | | |
|--|--|-------------------------------|----------------------------|------------------------------|
| Number | Program | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE01-01 | State Support for Public Health | \$126,639.00 | \$0.00 | \$126,639.00 |
| PE01-10 | OIP - CARES | \$0.00 | \$583,218.00 | \$583,218.00 |
| PE02 | Cities Readiness Initiative | \$35,128.00 | \$6,995.00 | \$42,123.00 |
| PE07 | HIV Prevention Services | \$134,973.00 | \$0.00 | \$134,973.00 |
| PE12-01 | Public Health Emergency Preparedness and Response (PHEP) | \$162,291.00 | \$0.00 | \$162,291.00 |
| PE13-01 | Tobacco Prevention and Education Program (TPEP) | \$310,126.00 | \$106,677.00 | \$416,803.00 |
| PE40-01 | WIC NSA: July - September | \$199,234.00 | \$0.00 | \$199,234.00 |
| PE40-02 | WIC NSA: October - June | \$579,703.00 | \$0.00 | \$579,703.00 |
| PE40-03 | BFPC: July - September | \$0.00 | \$19,101.00 | \$19,101.00 |
| PE40-04 | BFPC: October - June | \$0.00 | \$57,302.00 | \$57,302.00 |
| PE40-05 | Farmer's Market | \$0.00 | \$8,924.00 | \$8,924.00 |
| PE42-03 | MCAH Perinatal General Funds & Title XIX | \$10,975.00 | \$0.00 | \$10,975.00 |
| PE42-04 | MCAH Babies First! General Funds | \$35,071.00 | \$0.00 | \$35,071.00 |
| PE42-06 | MCAH General Funds & Title XIX | \$20,592.00 | \$0.00 | \$20,592.00 |

| State of Oregon Oregon Health Authority Public Health Division | | |
|---|---|---------------------------------|
| 1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035 | 2) Issue Date Thursday, July 15, 2021 | This Action Amendment |
| | 3) Award Period From July 1, 2021 through June 30, 2022 | |

| 4) OHA Public Health Funds Approved | | | | |
|-------------------------------------|--|------------------------|---------------------|-----------------------|
| Number | Program | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE42-11 | MCAH Title V | \$117,810.00 | \$0.00 | \$117,810.00 |
| PE42-12 | MCAH Oregon Mothers Care Title V | \$9,482.00 | \$0.00 | \$9,482.00 |
| PE43-01 | Public Health Practice (PHP) - Immunization Services | \$104,817.00 | (\$12,152.00) | \$92,665.00 |
| PE44-01 | SBHC Base | \$300,000.00 | \$0.00 | \$300,000.00 |
| PE44-02 | SBHC - Mental Health Expansion | \$330,000.00 | \$43,500.00 | \$373,500.00 |
| PE46-05 | RH Community Participation & Assurance of Access | \$46,174.00 | \$0.00 | \$46,174.00 |
| PE50 | Safe Drinking Water (SDW) Program (Vendors) | \$176,970.00 | \$0.00 | \$176,970.00 |
| PE51-01 | LPHA Leadership, Governance and Program Implementation | \$71,833.00 | \$0.00 | \$71,833.00 |
| PE62 | Overdose Prevention-Counties | \$27,455.00 | \$0.00 | \$27,455.00 |
| | | \$2,799,273.00 | \$813,565.00 | \$3,612,838.00 |

| 5) Foot Notes: | |
|----------------|---|
| PE01-01 | 5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final. |
| PE01-10 | Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information. |
| PE40-01 | 5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed. |

| 5) Foot Notes: | |
|-----------------------|--|
| PE40-02 | 5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022. |
| PE40-03 | SFY2022 WIC BFPC grant amount is to be spent by 9/30/2021. Unspent amount is not allowed to be carried over to the following period. |
| PE40-04 | SFY2022 WIC BFPC grant amount is to be spent by 6/30/2022. Unspent amount is not allowed to be carried over to the following period. |
| PE40-05 | 7/2021: Funds will be paid in two installments in August and October of 2021. |
| PE51-01 | 5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final. |

| 6) Comments: | |
|---------------------|---|
| PE02 | 7/2021: Award increase |
| PE13-01 | 07/2021: increase award from 310,126 by 106,677 to 416,803 |
| PE40-01 | 5/2021: SFY22 Q1 funding: Spend \$39,847 on Nutrition Ed, \$6,245 on BF Promotion |
| PE40-02 | 5/2021: SFY2022 Q2-4 funding: spend \$115,941 on Nutrition Ed, \$18,736 on BF Promotion |
| PE40-03 | 07/2021: SFY2022 Q1 funding |
| PE40-04 | 07/2021: SFY2022 Q2-4 grant award |
| PE40-05 | 07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021. |
| PE44-02 | 7/2021: Funding for 21-23 Youth-Led Grants |
| PE62 | 5/2021: This award is for July 1-August 31, 2021 only. |

| 7) 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 | |
| | | | | |
| | | | | |

Attachment B

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-10 OIP - CARES

| | |
|--------------------------------------|--|
| Federal Award Identification Number: | NH23IP922626 |
| Federal Award Date: | 3/31/21 |
| Budget Performance Period: | 7/1/2019-6/30/2024 |
| Awarding Agency: | CDC |
| CDFA Number: | 93.268 |
| CFDFA Name: | Immunization Cooperative Agreements |
| Total Federal Award: | 38,627,576 |
| Project Description: | Immunization and Vaccines for Children |
| Awarding Official: | Divya Cassity |
| Indirect Cost Rate: | 17.64 |
| Research and Development (T/F): | FALSE |
| PCA: | 53895 |
| Index: | 50404 |

| Agency | DUNS No. | Amount | Grand Total: |
|-----------|-----------|--------------|--------------|
| Clackamas | 096992656 | \$583,218.00 | \$583,218.00 |

PE02 Cities Readiness Initiative

| | | |
|--------------------------------------|-------------|-------------------------|
| Federal Award Identification Number: | State Funds | NU90TP922036 |
| Federal Award Date: | | 4/26/2021 |
| Budget Performance Period: | | 07/01/2019-06/30/2024 |
| Awarding Agency: | | CDC |
| CDFA Number: | | 93.069 |
| CFDFA Name: | | Public Health Emergency |
| Total Federal Award: | | 9,204,812 |
| Project Description: | | Public Health Emergency |
| Awarding Official: | | Randolph Williams |
| Indirect Cost Rate: | | 17.64% |
| Research and Development (T/F): | FALSE | FALSE |
| PCA: | 53460 | TBD |
| Index: | 50407 | 50407 |

| Agency | DUNS No. | Amount | Amount | Grand Total: |
|-----------|-----------|-------------|--------|--------------|
| Clackamas | 096992656 | \$42,123.00 | \$0.00 | \$42,123.00 |

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

| | |
|--------------------------------------|--------------------------------------|
| Federal Award Identification Number: | NU90TP922036 |
| Federal Award Date: | 04/26/2021 |
| Budget Performance Period: | 07/01/2021-06/30/2022 |
| Awarding Agency: | CDC |
| CDFA Number: | 93.069 |
| CFDFA Name: | Public Health Emergency Preparedness |
| Total Federal Award: | 8,367,576 |
| Project Description: | Public Health Emergency Preparedness |
| Awarding Official: | Ms. Sylvia Reeves |
| Indirect Cost Rate: | 11.85 |
| Research and Development (T/F): | FALSE |
| PCA: | 53455 |
| Index: | 50407 |

| Agency | DUNS No. | Amount | Grand Total: |
|-----------|-----------|--------------|--------------|
| Clackamas | 096992656 | \$162,291.00 | \$162,291.00 |

PE40-03 BFPC: July - September

| | |
|--------------------------------------|---|
| Federal Award Identification Number: | 217OROR1W5003 |
| Federal Award Date: | 4/1/2020 |
| Budget Performance Period: | 10/1/2018-9/30/2023 |
| Awarding Agency: | FNS USDA |
| CDFA Number: | 10.557 |
| CFDFA Name: | WIC Breastfeeding Peer Counseling Grant |
| Total Federal Award: | \$1,118,984 |
| Project Description: | WIC BFPC |
| Awarding Official: | USDA Western Region |
| Indirect Cost Rate: | 0% |
| Research and Development (T/F): | FALSE |
| PCA: | 52106 |
| Index: | 50331 |

| Agency | DUNS No. | Amount | Grand Total: |
|-----------|-----------|-------------|--------------|
| Clackamas | 096992656 | \$19,101.00 | \$19,101.00 |

PE40-04 BFPC: October - June

| | |
|--------------------------------------|---|
| Federal Award Identification Number: | 217OROR1W5003 |
| Federal Award Date: | 4/1/2020 |
| Budget Performance Period: | 10/01/2018-9/30/2023 |
| Awarding Agency: | FNS USDA |
| CDFA Number: | 10.557 |
| CFDFA Name: | WIC Breastfeeding Peer Counseling Grant |
| Total Federal Award: | \$1,118,984 |
| Project Description: | WIC Breastfeeding Peer Counseling |
| Awarding Official: | USDA FNS Western Region1118984 |
| Indirect Cost Rate: | 0% |
| Research and Development (T/F): | FALSE |
| PCA: | 52106 |
| Index: | 50331 |

| Agency | DUNS No. | Amount | Grand Total: |
|-----------|-----------|-------------|--------------|
| Clackamas | 096992656 | \$57,302.00 | \$57,302.00 |

PE43-01 Public Health Practice (PHP) - Immunization Services

| | |
|--------------------------------------|--|
| Federal Award Identification Number: | NH23IP922626 |
| Federal Award Date: | 3/31/21 |
| Budget Performance Period: | 07/01/2019-06/30/2024 |
| Awarding Agency: | HHS/CDC |
| CDFA Number: | 93.268 |
| CFDFA Name: | Immunization Cooperative Agreements |
| Total Federal Award: | 86,490,216 |
| Project Description: | Immunization and Vaccines for Children |
| Awarding Official: | Divya Cassity |
| Indirect Cost Rate: | 17.64% |
| Research and Development (T/F): | FALSE |
| PCA: | TBD |
| Index: | 50404 |

| Agency | DUNS No. | Amount | Grand Total: |
|-----------|-----------|-------------|--------------|
| Clackamas | 096992656 | \$92,665.00 | \$92,665.00 |

October 14, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with The Mental Health & Addiction Association of Oregon for Overdose Recovery Services. Maximum contract value not to exceed \$295,901.00. Funding through State of Oregon, OHP funds. No County General Funds involved.

| | |
|--|--|
| Purpose/Outcomes | Provides overdose recovery services and supports to adults in Clackamas County. |
| Dollar Amount and Fiscal Impact | Maximum contract value is \$295,901.00. Initial contract term value of \$113,809.00; renewal term value of \$182,092.00. |
| Funding Source | No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) funds are utilized. |
| Duration | Initial term of the contract is effective October 1, 2021 and terminates on December 31, 2022. Renewal term, if exercised, will extend the contract through December 31, 2024. |
| Previous Board Action | None |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health and substance use services. |
| Counsel Review | Reviewed by Counsel 9/14/2021 , Counsel Initials KR |
| Procurement Review | Was this item reviewed by Procurement? Yes |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305 |
| Agreement No. | County 4557, Behavioral Health 10332 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with The Mental Health & Addiction Association of Oregon for the provision of peer delivered services for adults who have recently survived an overdose that required a response by emergency medical services or are being referred by treatment providers in Clackamas County.


PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 15, 2021, Through RFP 2021-33 for 7 projects. Proposals were publicly opened on May 31, 2021. The County received seven (7) Proposals one for each project detailed in the RFP. After review of the Proposals, contracting with The Mental Health & Addiction Association of Oregon for Project 6 of the RFP, "Adult Peer Delivered Services – Overdose Recovery", was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2021-33.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Eubank". The signature is written in a cursive style with a horizontal line through the middle of the letters.

For Rodney A. Cook

Rodney A. Cook, Director

Health, Housing and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4557 / H3S Contract #10332**

This Personal Services Contract (this “Contract”) is entered into between The Mental Health Association of Oregon (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health Housing and Human Services (H3S)

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Adult Peer Delivered Services – Overdose Recovery to Adults having recently survived an overdose that require a response by emergency medical services or are being referred by treatment providers in Clackamas County, (“Work”) as described in contractor’s response to County’s RFP 2021-33, the negotiated scope of which is set forth below, in **Exhibit I**, attached hereto and incorporated by this reference herein.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Ninety-Five thousand Nine Hundred One Dollars (\$295,901.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit J**, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit J**.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoicing will in done in accordance with **Exhibit J**.
- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibit B, Exhibit D, Exhibit G, Exhibit H, Exhibit I, Exhibit J. Exhibits, A, C, E, and F are not used in this contract.**

7. Contractor and County Contacts.

| | |
|--|--|
| Contractor Administrator: Janie Gullickson Phone: (503) 922-2377 Email: jgullickson@mhaoforegon.org | County Administrator: Angela Brink Phone: 503-522-2396 Email: ABrink@clackamas.us |
|--|--|

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit D** attached hereto and incorporated by this reference herein

The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

The 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent

to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 29 and 32 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 and 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 28 and 29 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the 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 the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. ABUSE REPORTING. Contractor 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 493-045-0370) and elder abuse reporting laws (ORS124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor 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, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

31. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to

**EXHIBIT A
RESERVED**

EXHIBIT B
DEFINITIONS (OHP)

Whenever used in this Contract, the following terms shall have the meanings set forth below:

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.

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health Division (now known as the Department of Human Services of the State of Oregon [DHS]).

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.

Contractor: The entity contracted by the County.

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: DHS (formally AMH) contracts with County to establish and finance community mental health and addition programs; County, in turn, subcontracts certain services to Contractor.

DHS: the Department of Human Services of the State of Oregon (formerly known as the Addictions & Mental Health Division [AMH]).

Federal Funds: Funds paid to Contractor 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 (CCO) 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.

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 the State medical assistance program by OHA.

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.

Misexpenditure: Money, other than an overexpenditure disbursed to Contractor by County under this Contract and expended by Contractor 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 Contract, including without limitation, any money expended by Contractor, 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 Contract with respect to that service.

Measures and Outcomes Tracking System (MOTS): the DHS (formally AMH) data system that stores client data submitted by Contractor 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 DSH (formally 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 C
RESERVED**

**EXHIBIT D
INSURANCE (OHP)**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.
10. **"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 Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. 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 County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
12. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. 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 ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State**

of Oregon, and their officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor 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.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will 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, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

**EXHIBIT E
RESERVED**

**EXHIBIT F
RESERVED**

EXHIBIT G

OHP REQUIRED FEDERAL TERMS AND CONDITIONS

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable. For purposes of this Contract, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

Contractor shall comply and require 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, Contractor 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 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) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member 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 U.S.C. 14402.

2. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then Contractor 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 Contract, including amendments, exceeds \$100,000 then Contractor 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor 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

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

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

c. The Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract 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 Contractor under this Contract 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 Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance

The parties acknowledge and agree that each of County and the Contractor is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). County and Contractor shall comply with HIPAA to the extent that any Work or obligations of County arising under this Contract are covered by HIPAA. Contractor 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 Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cfi/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.
- b.** HIPAA Information Security. Contractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that client 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 Contract. Security incidents involving client information must be immediately reported to DHS’ Privacy Officer.
- c.** Data Transactions Systems. Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

- d. Consultation and Testing. If Contractor reasonably believes that the Contractor's, County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the County or OHA HIPAA officer. Contractor, County, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. Resource Conservation and Recovery

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

8. Audits

- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b. If Contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Contractor 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 OHA within 30 days of completion. If Contractor 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, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, Part 8, Section 2.

9. Debarment and Suspension

Contractor shall, in accordance with 42 CFR 438.808(b), 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.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- a. The Provider is controlled by a sanctioned individual
- b. The Provider has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or

indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act

- c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
 - (i) Any individual or entity excluded from participation in Federal health care programs.
 - (ii) Any entity that would provide those services through an excluded individual or entity.

The Contract prohibits the Contractor from knowingly having a person with ownership of 5% or more of the Contractor's equity if such person is (or is affiliated with a person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

If OHA learns that Contractor has a prohibited relationship with a person or entity that is debarred, suspended, or excluded from participation in federal healthcare programs, OHA:

- a. Must notify DHHS of Contractor's noncompliance;
- b. May continue an existing agreement with the Contractor unless DHHS directs otherwise; and
- c. May not renew or extend the existing contract with the Contractor unless DHHS provides to the State a written statement describing compelling reasons that exist for renewing or extending the Contract, consistent with 42 CFR 438.610.

10. Pro-Children Act

Contractor shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et seq.).

11. Non-Discrimination

Contractor shall comply, and require its Subcontractors to 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. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

12. OASIS

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.45, and such subsequent regulations as CMS may issue in relation to the OASIS program.

13. Patient Rights Condition of Participation

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the

Patient Rights Condition of Participation (COP) that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

14. Federal Grant Requirements

The federal Medicaid rules establish that OHA and the County are recipients of federal financial assistance, and therefore are subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Contractor or to the extent OHA and/or the County requires Contractor to supply information or comply with procedures to permit OHA and/or the County to satisfy its obligations federal grant obligations or both, Contractor must comply with the following parts of 45 CFR:

- a. Part 74, including Appendix A (uniform federal grant administration requirements);
- b. Part 92 (uniform administrative requirements for grants to state, local and tribal governments);
- c. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- d. Part 84 (nondiscrimination on the basis of handicap);
- e. Part 91 (nondiscrimination on the basis of age);
- f. Part 95 (Medicaid and CHIP federal grant administration requirements); and
- g. Contractor shall not expend, and Contractor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.

15. Mental Health Parity

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to enrollees, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;
- b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to enrollees, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
- c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to enrollees, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR 438.905(e)(ii);

- d. Contractor must not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by Contractor).
- e. If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the member in every classification in which medical/surgical benefits are provided;
- f. Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;
- g. Contractor may not apply more stringent utilization or Prior Authorization standards to mental health or substance use disorder, than standards that are applied to medical/surgical benefits.
- h. Contractor may not impose Non-Quantitative Treatment Limitations (NQTL) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;
- i. Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits.
- j. Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of network providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of network providers for medical/surgical benefits in the same classification

EXHIBIT H

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of **Date** (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **The Mental Health Association of Oregon** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 Peer Delivered Services 2021-33

CFR Part 160 and Part 164.

- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is

- maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- a. The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the

- Confidentiality Rule.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
 - c. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
 - d. Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity’s knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible. If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach. Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall

comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

(Signature Page for QSOBAA Follows)

SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

Covered Entity

The Mental Health Association of Oregon

CLACKAMAS COUNTY

**Janie
Gullickson**

Digitally signed by Janie
Gullickson
Date: 2021.09.15
09:13:33 -07'00'

Authorized Signature

Date

Chair

Date

Janie Gullickson

Name / Title (Printed)

EXHIBIT I SCOPE OF WORK

Background

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

The term "peer" refers to a person who self-identifies as an individual who has lived experience of a mental health condition and/or an addiction and is successfully living in recovery. Peers provide support to an individual who has similar lived experiences. Peer support services are developed by peers for peers.

Family peer support refers to support activities provided by a person who has had similar lived experience raising a child who has experienced a mental health condition and/or addiction. The support services provided have been developed by family members for family members.

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

Scope of Work

CONTRACTOR shall:

1. Provide 1.0 FTE addiction recovery peer
2. Provide peer support services to individuals living in Clackamas County:
 - a) With an substance use disorder
 - b) Who have recently survived a substance overdose.
3. Peer provides the support needed to help individuals in treatment and early recovery access opportunities to strengthen their path to long-term recovery
4. Peer will assist individuals in developing a plan that includes wellness and recovery goals and will encourage and motivate individuals to complete the tasks and achieve the goals laid out in the plan
5. Provide crucial follow-up to opioid overdose victims after the emergency medical phase of the call ends.
 - a. Peer will work with Community Paramedics to help identify gaps in services, provide community resource navigation, identify wellness and recovery goals.
 - b. Peer will assist in addressing barriers in cases in which individuals are struggling to engage in treatment and provide ongoing support for recovery.

6. Work with individuals residing in the Clackamas County Jail to provide the necessary community engagement and assistance to link individuals to treatment and recovery as well as provide ongoing support and addressing barriers as those individuals are released from jail.
7. Assist with projects across the H3S Department that include outreach and support to individuals interested in and trying to access treatment services for substance use disorders.
8. Document individual interactions that describe services/support provided to clients.
9. Participate in planning, staff and system collaboration meetings as necessary.

REPORTING REQUIREMENTS

Behavioral Health’s Peer Delivered Services has developed the following general outcome measures that must be reported to the County on a quarterly basis.

1. Individuals Served:
 - a. Number of individuals served during the reporting period
 - b. Number of new individuals served during the reporting period
 - c. Number of individuals who concluded support services during the reporting period
2. Experience of Services:
 - a. Does the individual feel they would have returned to a higher level of care or to a corrections setting if not for Peer Delivered Services?
 - b. Does the individual feel their quality of life has improved overall?
 - c. Has there been an increase in natural supports?

Quarterly reports shall be submitted to the COUNTY no later than (30) days following the end of each calendar quarter. Due dates for the reports are as follows:

| | | |
|------------------|-------------------------------------|----------------------|
| Quarter 1 | October 1, 2021 – December 31, 2021 | Due January 31, 2022 |
| Quarter 2 | January 1 2022 – March 31, 2022 | Due April 30, 2022 |
| Quarter 3 | April 1, 2022 – June 30, 2022 | Due July 31, 2022 |
| Quarter 4 | July 1, 2022 – September 30, 2022 | Due October 31, 2022 |
| Quarter 5 | October 1, 2022 – December 31, 2022 | Due January 31, 2023 |

- E. COUNTY shall be provided copies of outreach and demographic information, evaluation reports and other materials as requested.

Reports will be submitted through a Survey Monkey link provided by the COUNTY quarterly. Questions can be directed to:

ALinfoot@clackamas.us

Ally Linfoot, Peer Services Coordinator
Clackamas County Behavioral Health Division
2051 Kaen Road, # 154
Oregon City, OR 97045
(503) 260-3386

**EXHIBIT J
BUDGET**

Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ **295,901.00** Compensation shall be based on the following budget:

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|---|-------------------------------------|
| CATEGORIES | October 1, 2021 - December 31, 2022 |
| Personnel | 81,476.00 |
| Program Supplies & Materials | 18,170.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 14,163.00 |
| TOTAL (for 15 months): | \$ 113,809.00 |
| Optional Comments: | |

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|---|-------------------------------------|
| CATEGORIES | January 1, 2023 - December 31, 2024 |
| Personnel | 130,360.00 |
| Program Supplies & Materials | 29,072.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 22,660.00 |
| TOTAL (for 24 months): | \$ 182,092.00 |
| Optional Comments: | |

Invoices Shall be submitted to BHAP@clackamas.us and reference BH Contract #10332

October 14, 2021
Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with NAMI Clackamas for
Adult Peer Delivered Services – Community Education. Contract maximum value not to
exceed \$200,828.00. Funding through State of Oregon, OHP funds.
No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Provides mental health education and support in Clackamas County. |
| Dollar Amount and Fiscal Impact | Maximum contract value is \$200,828.00. Initial contract term value of \$76,072.00; renewal term value of \$124,756.00. |
| Funding Source | No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) funds to be utilized. |
| Duration | Initial term of the contract is effective October 1, 2021 and terminates on December 31, 2022. Renewal term, if exercised, will extend the contract through December 31, 2024. |
| Previous Board Action | None |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health services. |
| Counsel Review | Reviewed by Counsel 9/14/2021 , Counsel Initials KR |
| Procurement Review | Was this item reviewed by Procurement? Yes |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305 |
| Agreement No. | County 4559, Behavioral Health 10331 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with NAMI Clackamas for the provision mental health education and support to family members, caregivers and individuals in Clackamas County seeking services for themselves and/or their loved ones.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 15, 2021, Through RFP 2021-33 for 7 projects. Proposals were publicly opened on May 31, 2021. The County received seven (7) Proposals one for each project detailed in the RFP. After review of the Proposals, contracting with NAMI Clackamas for Project 5 of the RFP, "Adult Peer Delivered Services – Community Education", was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2021-33.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

Mary A. Rumbaugh

For Rodney A. Cook

Rodney A. Cook, Director

Health, Housing and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4559 / H3S Contract #10331**

This Personal Services Contract (this “Contract”) is entered into between **NAMI Clackamas** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health Housing and Human Services (H3S)

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2022.**

- 2. Scope of Work.** Contractor shall provide the following personal services: Adult Peer Delivered Services – Community Education to Family members, caregivers, and individuals seeking mental health education and group support for themselves and/or their loved ones. (“Work”) as described in Contractor’s response to County’s RFP 2021-33, the negotiated scope of which is set forth in **Exhibit I**, attached hereto and incorporated by this reference herein.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two hundred thousand eight hundred twenty-eight dollars (\$200,828.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit J**, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit J.**

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: ARussell@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibit B, Exhibit D, Exhibit G, Exhibit H, Exhibit I, Exhibit J.**

Exhibits A, C, E, and F are not used in this contract

7. Contractor and County Contacts.

| | |
|---|--|
| Contractor Administrator: Michele Veenker Phone: (503) 344-5050 Email: michele@namicc.org | County Administrator: Angela Brink Phone: 503-522-2396 Email: ABrink@clackamas.us |
|---|--|

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit D** attached hereto and incorporated by this reference herein

The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

The 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. **LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
11. **NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract

Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 29 and 32 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 and 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 28 and 29 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the 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 the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. ABUSE REPORTING. Contractor 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 493-045-0370) and elder abuse reporting laws (ORS124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor 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, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever

(other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**EXHIBIT A
RESERVED**

EXHIBIT B
DEFINITIONS (OHP)

Whenever used in this Contract, the following terms shall have the meanings set forth below:

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.

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health Division (now known as the Department of Human Services of the State of Oregon [DHS]).

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.

Contractor: The entity contracted by the County.

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: DHS (formally AMH) contracts with County to establish and finance community mental health and addition programs; County, in turn, subcontracts certain services to Contractor.

DHS: the Department of Human Services of the State of Oregon (formerly known as the Addictions & Mental Health Division [AMH]).

Federal Funds: Funds paid to Contractor 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 (CCO) 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.

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 the State medical assistance program by OHA.

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.

Misexpenditure: Money, other than an overexpenditure disbursed to Contractor by County under this Contract and expended by Contractor 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 Contract, including without limitation, any money expended by Contractor, 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 Contract with respect to that service.

Measures and Outcomes Tracking System (MOTS): the DHS (formally AMH) data system that stores client data submitted by Contractor 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 DSH (formally 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 C
RESERVED**

**EXHIBIT D
INSURANCE (OHP)**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.
10. **"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 Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. 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 County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
12. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. 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 ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State**

of Oregon, and their officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor 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.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will 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, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

**EXHIBIT E
RESERVED**

**EXHIBIT F
RESERVED**

EXHIBIT G

OHP REQUIRED FEDERAL TERMS AND CONDITIONS

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable. For purposes of this Contract, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

Contractor shall comply and require 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, Contractor 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 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) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member 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 U.S.C. 14402.

2. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then Contractor 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 Contract, including amendments, exceeds \$100,000 then Contractor 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor 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

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

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

c. The Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract 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 Contractor under this Contract 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 Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance

The parties acknowledge and agree that each of County and the Contractor is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). County and Contractor shall comply with HIPAA to the extent that any Work or obligations of County arising under this Contract are covered by HIPAA. Contractor 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 Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cfi/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.
- b.** HIPAA Information Security. Contractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that client 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 Contract. Security incidents involving client information must be immediately reported to DHS’ Privacy Officer.
- c.** Data Transactions Systems. Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

- d. Consultation and Testing. If Contractor reasonably believes that the Contractor's, County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the County or OHA HIPAA officer. Contractor, County, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. Resource Conservation and Recovery

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

8. Audits

- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b. If Contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Contractor 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 OHA within 30 days of completion. If Contractor 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, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, Part 8, Section 2.

9. Debarment and Suspension

Contractor shall, in accordance with 42 CFR 438.808(b), 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.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- a. The Provider is controlled by a sanctioned individual
- b. The Provider has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or

indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act

- c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
 - (i) Any individual or entity excluded from participation in Federal health care programs.
 - (ii) Any entity that would provide those services through an excluded individual or entity.

The Contract prohibits the Contractor from knowingly having a person with ownership of 5% or more of the Contractor's equity if such person is (or is affiliated with a person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

If OHA learns that Contractor has a prohibited relationship with a person or entity that is debarred, suspended, or excluded from participation in federal healthcare programs, OHA:

- a. Must notify DHHS of Contractor's noncompliance;
- b. May continue an existing agreement with the Contractor unless DHHS directs otherwise; and
- c. May not renew or extend the existing contract with the Contractor unless DHHS provides to the State a written statement describing compelling reasons that exist for renewing or extending the Contract, consistent with 42 CFR 438.610.

10. Pro-Children Act

Contractor shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et seq.).

11. Non-Discrimination

Contractor shall comply, and require its Subcontractors to 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. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

12. OASIS

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.45, and such subsequent regulations as CMS may issue in relation to the OASIS program.

13. Patient Rights Condition of Participation

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the

Patient Rights Condition of Participation (COP) that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

14. Federal Grant Requirements

The federal Medicaid rules establish that OHA and the County are recipients of federal financial assistance, and therefore are subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Contractor or to the extent OHA and/or the County requires Contractor to supply information or comply with procedures to permit OHA and/or the County to satisfy its obligations federal grant obligations or both, Contractor must comply with the following parts of 45 CFR:

- a. Part 74, including Appendix A (uniform federal grant administration requirements);
- b. Part 92 (uniform administrative requirements for grants to state, local and tribal governments);
- c. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- d. Part 84 (nondiscrimination on the basis of handicap);
- e. Part 91 (nondiscrimination on the basis of age);
- f. Part 95 (Medicaid and CHIP federal grant administration requirements); and
- g. Contractor shall not expend, and Contractor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.

15. Mental Health Parity

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to enrollees, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;
- b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to enrollees, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
- c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to enrollees, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR 438.905(e)(ii);

- d. Contractor must not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by Contractor).
- e. If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the member in every classification in which medical/surgical benefits are provided;
- f. Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;
- g. Contractor may not apply more stringent utilization or Prior Authorization standards to mental health or substance use disorder, than standards that are applied to medical/surgical benefits.
- h. Contractor may not impose Non-Quantitative Treatment Limitations (NQTL) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;
- i. Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits.
- j. Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of network providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of network providers for medical/surgical benefits in the same classification

EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into on the date of the last signature of this contract (“Effective Date”) by and between **Clackamas County on behalf of its Health, Housing and Human Services** (“Covered Entity”) and **NAMI Clackamas** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as

- necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
 - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address,

account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

c. By a method of notification that meets the requirements of 45 CFR §164.404(d).

d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
NAMI Clackamas

Covered Entity
Clackamas County

By: **Michele Veenker**  Digitally signed by Michele Veenker
Date: 2021.09.15 17:18:55 -07'00'

Signature Authority

By: _____

Title: Executive Director

Title: Chair

Date: 9/15/2021

EXHIBIT I SCOPE OF WORK

Background

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

The term "peer" refers to a person who self-identifies as an individual who has lived experience of a mental health condition and/or an addiction and is successfully living in recovery. Peers provide support to an individual who has similar lived experiences. Peer support services are developed by peers for peers.

Family peer support refers to support activities provided by a person who has had similar lived experience raising a child who has experienced a mental health condition and/or addiction. The support services provided have been developed by family members for family members.

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

Scope of Work

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

1. Work in conjunction with Clackamas County Behavioral Health Division to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. Conduct monthly parent and peer support groups in Clackamas County
 - a. Parent support groups
 - b. Peer support groupsPublic education and outreach through NAMI curriculum and education programs
 - c. Provide a minimum of 6 education programs annually
3. Provide resources to individuals through PeRC (Peer Resource Connection)
4. CONTRACTOR will use a whole health approach not only addressing issues of mental health, but spiritual and physical health as requested by the individual served.
5. Provide administrative and operational oversight to program staff and volunteers that includes training and supervision.
6. Work in a collaborative process with the COUNTY
7. Work in collaboration with other peer support services providers, when appropriate

Reporting Requirements

1. CONTRACTOR report shall include:
 - a. Number of support groups provided
 - b. Number of educational classes provided
 - c. Number of individuals attending support groups
 - d. Number of individuals attending NAMI classes
 - e. Number of individuals attending social activities
 - f. Demographic information
 - g. A summary of outcomes based on program evaluations for NAMI curriculum presented in Clackamas County
 - h. Reports shall include outcome measurements and are due as follows:
 - i. Bi-annual Report Due June 30, 2022
 - ii. Annual Report Due January 31, 2023

Reports will be submitted through a Survey Monkey link provided by the COUNTY quarterly. Questions can be directed to:

ALinfoot@clackamas.us

Ally Linfoot, Peer Services Coordinator
Clackamas County Behavioral Health Division
2051 Kaen Road, # 154
Oregon City, OR 97045
(503) 260-3386

**EXHIBIT J
BUDGET**

Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$200,828.00 Compensation shall be based on the following budget:

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|---|--|
| CATEGORIES | October 1, 2021 - December 31, 2022 |
| Personnel | 73,197.00 |
| Program Supplies & Materials | 2,875.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 0.00 |
| TOTAL (for 15 months): | \$76,072.00 |
| Optional Comments: | |

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|---|--|
| CATEGORIES | January 1, 2023 - December 31, 2024 |
| Personnel | 120,042.00 |
| Program Supplies & Materials | 4,714.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 0.00 |
| TOTAL (for 24 months): | \$ 124,756.00 |
| Optional Comments: | |

Invoices Shall be submitted to BHAP@clackamas.us and reference BH Contract #10331

October 14, 2021
Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with The Living Room for Afterschool Drop-In for LGBTQI+ Youth and Young Adults. Maximum contract value not to exceed \$414,386.00. Funding through State of Oregon, OHP funds. No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Provide afterschool drop-in and other support services to youth/young adults between the ages of 14-20 years who identify as lesbian, gay, bisexual, transgender, queer, intersex (LGBTQI+). |
| Dollar Amount and Fiscal Impact | Maximum contract value is \$414,386.00. Initial contract term value of \$156,964.00; renewal term value of \$257,422.00. |
| Funding Source | No County General Funds are involved. State of Oregon, Oregon Health Plans (OHP) funds will be utilized. |
| Duration | Initial term of the contract is effective October 1, 2021 and terminates on December 31, 2022. Renewal term, if exercised, will extend the contract through December 31, 2024. |
| Previous Board Action | None |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health services. |
| Counsel Review | Reviewed by Counsel 9/14/2021 , Counsel Initials KR |
| Procurement Review | Was this item reviewed by Procurement? Yes |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305 |
| Agreement No. | County 4561, Behavioral Health 10328 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with The Living Room for the provision of afterschool drop-in and other support services for to youth and young adults between the ages of 14-20 years who identify as lesbian, gay, bisexual, transgender, queer, intersex (LGBTQI+).

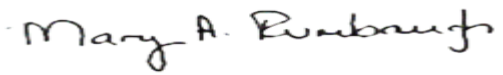
PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 15, 2021, Through RFP 2021-33 for 7 projects. Proposals were publicly opened on May 31, 2021. The County received seven (7) Proposals one for each project detailed in the RFP. After review of the Proposals, contracting with The Living Room, for Project 1 of the RFP, "Transition Age Youth Peer Delivered Services - Afterschool Drop In for LGBTQ+ Youth", was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2021-33.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Rumbaugh". The signature is written in a cursive style with a large initial 'M' and a distinct 'R'.

For Rodney A. Cook

Rodney A. Cook, Director

Health, Housing and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4561 / H3S #10328**

This Personal Services Contract (this “Contract”) is entered into between **The Living Room** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health Housing and Human Services (H3S)

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 30, 2022**.

- 2. Scope of Work.** Contractor shall provide the following personal services: Adult Peer Delivered Services –Transition Age Youth Peer Delivered Services – After School Drop In support services to youth/young adults between the ages of 14-20 years who identify as lesbian, gay, bisexual, transgender, queer, intersex (LGBTQI+). (“Work”) as described in contractor’s response to County’s RFP 2021-33, the negotiated scope of which is set forth in **Exhibit I**, attached hereto and incorporated by this reference herein.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **four hundred fifteen thousand three hundred eighty-six dollars (\$415,386.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit J**, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit J**.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall be done in accordance with Exhibit J.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibit B, Exhibit D, Exhibit G, Exhibit H, Exhibit I, Exhibit J.**

Exhibits A, C, E, and F are not used in this contract

7. Contractor and County Contacts.

| | |
|--|--|
| Contractor Administrator: Chelsea Varnum Phone: (971) 377-8935 Email: chelsea@thelivingroomyouth.org | County Administrator: Angela Brink Phone: 503-522-2396 Email: ABrink@clackamas.us |
|--|--|

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit D** attached hereto and incorporated by this reference herein

The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

The 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. **LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
11. **NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract

Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 29 and 32 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 and 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 28 and 29 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the 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 the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing

undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit G**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

**EXHIBIT A
RESERVED**

EXHIBIT B
DEFINITIONS (OHP)

Whenever used in this Contract, the following terms shall have the meanings set forth below:

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.

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health Division (now known as the Department of Human Services of the State of Oregon [DHS]).

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.

Contractor: The entity contracted by the County.

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: DHS (formally AMH) contracts with County to establish and finance community mental health and addition programs; County, in turn, subcontracts certain services to Contractor.

DHS: the Department of Human Services of the State of Oregon (formerly known as the Addictions & Mental Health Division [AMH]).

Federal Funds: Funds paid to Contractor 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 (CCO) 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.

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 the State medical assistance program by OHA.

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.

Misexpenditure: Money, other than an overexpenditure disbursed to Contractor by County under this Contract and expended by Contractor 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 Contract, including without limitation, any money expended by Contractor, 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 Contract with respect to that service.

Measures and Outcomes Tracking System (MOTS): the DHS (formally AMH) data system that stores client data submitted by Contractor 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 DSH (formally 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 C
RESERVED**

**EXHIBIT D
INSURANCE (OHP)**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.
10. **"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 Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. 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 County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
12. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. 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 ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State**

of Oregon, and their officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor 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.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will 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, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

**EXHIBIT E
RESERVED**

**EXHIBIT F
RESERVED**

EXHIBIT G

OHP REQUIRED FEDERAL TERMS AND CONDITIONS

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable. For purposes of this Contract, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

Contractor shall comply and require 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, Contractor 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 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) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member 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 U.S.C. 14402.

2. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then Contractor 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 Contract, including amendments, exceeds \$100,000 then Contractor 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor 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

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

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

c. The Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract 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 Contractor under this Contract 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 Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance

The parties acknowledge and agree that each of County and the Contractor is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). County and Contractor shall comply with HIPAA to the extent that any Work or obligations of County arising under this Contract are covered by HIPAA. Contractor 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 Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cfi/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.
- b.** HIPAA Information Security. Contractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that client 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 Contract. Security incidents involving client information must be immediately reported to DHS’ Privacy Officer.
- c.** Data Transactions Systems. Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

- d. Consultation and Testing. If Contractor reasonably believes that the Contractor's, County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the County or OHA HIPAA officer. Contractor, County, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. Resource Conservation and Recovery

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

8. Audits

- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b. If Contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Contractor 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 OHA within 30 days of completion. If Contractor 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, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, Part 8, Section 2.

9. Debarment and Suspension

Contractor shall, in accordance with 42 CFR 438.808(b), 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.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- a. The Provider is controlled by a sanctioned individual
- b. The Provider has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or

indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act

- c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
 - (i) Any individual or entity excluded from participation in Federal health care programs.
 - (ii) Any entity that would provide those services through an excluded individual or entity.

The Contract prohibits the Contractor from knowingly having a person with ownership of 5% or more of the Contractor's equity if such person is (or is affiliated with a person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

If OHA learns that Contractor has a prohibited relationship with a person or entity that is debarred, suspended, or excluded from participation in federal healthcare programs, OHA:

- a. Must notify DHHS of Contractor's noncompliance;
- b. May continue an existing agreement with the Contractor unless DHHS directs otherwise; and
- c. May not renew or extend the existing contract with the Contractor unless DHHS provides to the State a written statement describing compelling reasons that exist for renewing or extending the Contract, consistent with 42 CFR 438.610.

10. Pro-Children Act

Contractor shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et seq.).

11. Non-Discrimination

Contractor shall comply, and require its Subcontractors to 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. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

12. OASIS

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.45, and such subsequent regulations as CMS may issue in relation to the OASIS program.

13. Patient Rights Condition of Participation

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the

Patient Rights Condition of Participation (COP) that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

14. Federal Grant Requirements

The federal Medicaid rules establish that OHA and the County are recipients of federal financial assistance, and therefore are subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Contractor or to the extent OHA and/or the County requires Contractor to supply information or comply with procedures to permit OHA and/or the County to satisfy its obligations federal grant obligations or both, Contractor must comply with the following parts of 45 CFR:

- a. Part 74, including Appendix A (uniform federal grant administration requirements);
- b. Part 92 (uniform administrative requirements for grants to state, local and tribal governments);
- c. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- d. Part 84 (nondiscrimination on the basis of handicap);
- e. Part 91 (nondiscrimination on the basis of age);
- f. Part 95 (Medicaid and CHIP federal grant administration requirements); and
- g. Contractor shall not expend, and Contractor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.

15. Mental Health Parity

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to enrollees, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;
- b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to enrollees, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
- c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to enrollees, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR 438.905(e)(ii);

- d. Contractor must not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by Contractor).
- e. If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the member in every classification in which medical/surgical benefits are provided;
- f. Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;
- g. Contractor may not apply more stringent utilization or Prior Authorization standards to mental health or substance use disorder, than standards that are applied to medical/surgical benefits.
- h. Contractor may not impose Non-Quantitative Treatment Limitations (NQTL) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;
- i. Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits.
- j. Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of network providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of network providers for medical/surgical benefits in the same classification

EXHIBIT H

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of **Date** (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **The Living Room** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 Peer Delivered Services 2021-33

CFR Part 160 and Part 164.

- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is

- maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- a. The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the

- Confidentiality Rule.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
 - c. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
 - d. Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity’s knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible. If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach. Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall

comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

(Signature Page for QSOBAA Follows)

EXHIBIT I SCOPE OF WORK

Background

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

The term "peer" refers to a person who self-identifies as an individual who has lived experience of a mental health condition and/or an addiction and is successfully living in recovery. Peers provide support to an individual who has similar lived experiences. Peer support services are developed by peers for peers.

Family peer support refers to support activities provided by a person who has had similar lived experience raising a child who has experienced a mental health condition and/or addiction. The support services provided have been developed by family members for family members.

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

Scope of Work

1. TLR agrees to provide the following activities under the terms of this agreement:
 - a. Work in conjunction with COUNTY to promote a support system that focuses on hope, choice, personal responsibility, and self-determination.
 - b. Coordinate and provide support to high school and middle school Genders & Sexualities Alliances (GSA) throughout Clackamas County in order to increase support for LGBTQ+ youth.
 - c. Coordinate an annual GSA summit.
 - d. Host, facilitate, and support The Living Room's Youth Advisory Council, to increase protective factors for LGBTQ+ youth.
 - e. Provide a minimum of one day per week drop-in programming to LGBTQ+ youth, ages 14 to 20 through the Living Room to offer access to alternate activities, life skills development and community education.
 - f. Develop partnerships and networks to sustain LGBTQ+ advocacy and awareness throughout Clackamas County.
 - g. Priority for participation and enrollment in programs shall be granted first to Clackamas County residents.
 - h. Activities engaged in under this contract will be provided within the geographic boundaries of Clackamas County, will be provided with cultural humility and will be responsive to the needs of individuals with low English proficiency.
 - i. Participate at various meetings, committees and councils facilitated by COUNTY and other community partners.

REPORTING REQUIREMENTS

Quarterly Reports shall include the following output measures:

- A. TLR shall submit a report of individuals served under the contract including:

1. Number of youth involved in Youth Council
2. Number of youth attending Drop-In's (in-person and virtual)
3. Number of youth participating in workshops, activities and support groups
4. Number of contacts with GSAs
5. Number of GSA summit partners

B. TLR shall submit a report of activities provided under this contract including:

1. Number of Youth Council activities
2. Number of days Drop-In is offered
3. Impact area of activities offered at Drop-In's
4. Number of participating GSA sites
5. Number of GSA meetings
6. Number of outreach activities conducted to inform community partners about the role of The Living Room
7. Annual report from the GSA Summit including results of the youth/young adult survey

D. Quarterly reports shall be submitted to the COUNTY no later than (30) days following the end of each calendar quarter. Due dates for the reports are as follows:

| | | |
|------------------|-------------------------------------|----------------------|
| Quarter 1 | October 1, 2021 – December 31, 2021 | Due January 31, 2022 |
| Quarter 2 | January 1 2022 – March 31, 2022 | Due April 30, 2022 |
| Quarter 3 | April 1, 2022 – June 30, 2022 | Due July 31, 2022 |
| Quarter 4 | July 1, 2022 – September 30, 2022 | Due October 31, 2022 |
| Quarter 5 | October 1, 2022 – December 31, 2022 | Due January 31, 2023 |

E. COUNTY shall be provided copies of outreach and demographic information, evaluation reports and other materials as requested.

Reports will be submitted through a Survey Monkey link provided by the COUNTY quarterly. Questions can be directed to:

ALinfoot@clackamas.us
 Ally Linfoot, Peer Services Coordinator
 Clackamas County Behavioral Health Division
 2051 Kaen Road, # 154
 Oregon City, OR 97045
 (503) 260-3386

**EXHIBIT J
BUDGET**

Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$415,386.00 Compensation shall be based on the following budget:

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|-------------------|--------------------|
|-------------------|--------------------|

| CATEGORIES | October 1, 2021 - December 31, 2022 |
|---|-------------------------------------|
| Personnel | 86,563.00 |
| Program Supplies & Materials | 20,000.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 50,401.00 |
| TOTAL (for 15 months): | \$ 156,964.00 |
| Optional Comments: | |

| CATEGORIES | January 1, 2023 - December 31, 2024 |
|---|-------------------------------------|
| Personnel | 144,780.00 |
| Program Supplies & Materials | 32,000.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 80,642.00 |
| TOTAL (for 24 months): | \$ 257,422.00 |
| Optional Comments: | |

Invoices Shall be submitted to BHAP@clackamas.us and reference BH Contract #10330

October 14, 2021
Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with The Mental Health & Addiction Association of Oregon for Older Adult Peer Delivered Services. Maximum contract value not to exceed \$295,901.00. Funding through State of Oregon, CMHP funds.
No County General funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Provides peer delivered support services for individuals over sixty-five (65) years of age in Clackamas County. |
| Dollar Amount and Fiscal Impact | Maximum contract value is \$295,901.00. Initial contract term value of \$113,809.00; renewal term value of \$182,092.00. |
| Funding Source | No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized. |
| Duration | Initial term of the contract is effective October 1, 2021 and terminates on December 31, 2022. Renewal term, if exercised, will extend the contract through December 31, 2024. |
| Previous Board Action | None |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health and substance use services. |
| Counsel Review | Reviewed by Counsel 9/14/2021 , Counsel Initials KR |
| Procurement Review | Was this item reviewed by Procurement? Yes |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305 |
| Agreement No. | County 4558, Behavioral Health 10333 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with The Mental Health & Addiction Association of Oregon for the provision of peer delivered services for individuals in Clackamas County over sixty-five (65) years of age with an addiction or history of substance use at risk of substance use and/or addiction an addiction and co-occurring mental health issues.


PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 15, 2021, Through RFP 2021-33 for 7 projects. Proposals were publicly opened on May 31, 2021. The County received seven (7) Proposals one for each project detailed in the RFP. After review of the Proposals, contracting with The Mental Health & Addiction Association of Oregon for Project 7 of the RFP, "Adult Peer Delivered Services – Older Adult", was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2021-33.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Rumbaugh". The signature is written in a cursive style with a large initial 'M' and 'R'.

For Rodney A. Cook
Rodney A. Cook, Director
Health, Housing and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4558/ H3S #10333**

This Personal Services Contract (this “Contract”) is entered into between The Mental Health Association of Oregon (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health Housing and Human Services (H3S)

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 30, 2022**.

- 2. Scope of Work.** Contractor shall provide the following personal services: Adult Peer Delivered Services to Older adults, over sixty-five (65) years of age, at risk of substance use and/or addiction or in alcohol and drug recovery (“Work”), as described in Contractor’s response to County’s RFP 2021-33, the negotiated scope of which is set forth in **Exhibit I** attached hereto and incorporated by this reference herein

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an amount of **Three Hundred Four Thousand Six Hundred Forty Eight Dollars (\$304,648.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit J**, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit J**.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
Invoices shall reference the above Contract Number and be submitted to: ARussell@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibit A, Exhibit C, Exhibit E, Exhibit F, Exhibit H, Exhibit I, Exhibit J, Exhibit N**
Exhibit B, D, G, K, L, and M are not used in this contract

7. Contractor and County Contacts.

| | |
|--|--|
| Contractor Administrator: Janie Gullickson Phone: (503) 922-2377 Email: jgullickson@mhaoforegon.org | County Administrator: Angela Brink Phone: 503-522-2396 Email: ABrink@clackamas.us |
|--|--|

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit C** attached hereto and incorporated by this reference herein

The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

The 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent

to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 29 and 32 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 and 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 28 and 29 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the 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 the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges

and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit F**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

EXHIBIT A

DEFINITIONS (CMHP)

Whenever used in this Contract, the following terms shall have the meanings set forth below:

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of the Contract.
4. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract.
5. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
6. **“Contractor” or “Provider”** means the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
7. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is 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 for each of the organization’s members.
8. **“County”** means Clackamas County, a political subdivision of the State of Oregon.
9. **“DHS”** means the Department of Human Services of the State of Oregon.
10. **“Health Services Division” or “HSD”** means the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.
11. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under a contract or agreement.
12. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
13. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data

submitted by contractors and subcontractors.

14. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to a Contractor by County under this Contract and expended by Contractor that is:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon, OHA, or County as expended in a manner other than that permitted by this Contract, including without limitation any funds expended by Contractor contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon, OHA, or County as expended on the delivery of a Service that did not meet the standards and requirements of the Contract with respect to that Service.
15. **“OAR”** means the Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.
16. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
17. **“Overexpenditure”** means funds disbursed to Contractor by County under the Contract and expended by Contractor that is identified by the State of Oregon, OHA, or County, through any disbursement reconciliation permitted or required under the Contract, as in excess of the funds Contractor is entitled to.
18. **“Provider”** or **“Contractor”** mean the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
19. **“Provider Contract”** or **“Provider Agreement”** means the contract, subcontract, agreement or subrecipient agreement to purchase particular Services.
20. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
 - a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
21. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
22. **“Underexpenditure”** means funds disbursed by County under this Contract that remain unexpended at Contract termination or expiration.

**EXHIBIT B
RESERVED**

**EXHIBIT C
CMHP INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.
10. **"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 Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. 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 County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

- 12. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. 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 ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor 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.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will 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, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

**EXHIBIT D
RESERVED**

EXHIBIT E
CMHP REQUIRED PROVIDER CONTRACT PROVISIONS

- 1. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Contract):
 - a.** Contractor may not expend on the delivery of Service any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of these Services.
 - b.** If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - c.** If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services to:
 - i.** Provide inpatient hospital services;
 - ii.** Make cash payment to intended recipients of health services;
 - iii.** Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - iv.** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - v.** Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d.** Contractor may expend funds paid to Contractor under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If Contractor 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, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

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

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

- e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CRF Part 205, 45 CRF Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy", as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- i. Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

NOTE: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written material" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

4. Reporting Requirements. Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract.

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests.
5. **Compliance with Law.** Contractor 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, Contractor 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 community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of client abuse; 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 Contractor, 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, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit F, Required Federal Terms and Conditions**, to the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dates as of January 1, 2021, which Exhibit is incorporated herein by this reference. For purposes of the 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.

- 6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7. To the extent permitted by applicable law, Contractor 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, Clackamas County, 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 Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
- 8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as defined in the Contract and incorporated herein by this reference (**Exhibit C, Insurance**).
11. Contractor(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 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.
12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.
13. **Ownership of Intellectual Property.**
 - a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Contractor in connection with the Services. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to OHA and the County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract 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 13.a.(1) on OHA and the County's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
 - b. If state or federal law requires that OHA or County 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 Contractor 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 Contractor in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to Contractor to use, copy distribute, display, build upon and improve the intellectual property.

EXHIBIT F
CMHP REQUIRED FEDERAL TERMS AND CONDITIONS

Contractor shall comply with the following federal requirements, when federal funding is being used to fund this Contract. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractors shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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 Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** Contractor shall 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 Contract, including amendments, exceeds \$100,000 Contractor shall 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. Contractors shall 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.** Contractors shall 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 Contract, Contractor certifies, to the best of the Contractor's knowledge and belief that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Contractor under this Contract 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.
 - f. No part of any federal funds paid to Contractor under this Contract 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 Contractor under this Contract 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.** Contractor shall 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.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub 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, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** Contractor 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 contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers 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.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor's workplace or while providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor 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, Contractor'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 Contract 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 Contract, 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar 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 through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents may provide any Service required under this Contract 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 Contractor or Contractor's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or Providers'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 Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent Contractor provides any Service in which costs are paid in whole or in part by Medicaid, Contractor 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 Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.4(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 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. Contractor shall acknowledge Contractor'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 Contract 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, Providers, 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.** Contractor shall comply with Title II of the Americans with Disabilities Act 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, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

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

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. 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 ten (10) years.
- c. County or OHA reserves the right to take such action required by law, or where County or 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. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (i) Pregnant women who inject drugs;
- (ii) Pregnant substance abusers;
- (iii) Other Individuals who inject drugs; and
- (iv) All others.

b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

- (i) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 1. Primary medical care, including referral for prenatal care;
 2. Pediatric care, including immunizations, for their children;
 3. Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 4. Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 5. Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.

c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
- (ii) If Contractor has insufficient capacity to provide treatment Services to a pregnant woman, Contractor must refer the woman to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is

enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and

- (iii) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

d. **Intravenous Drug Abusers.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
- (ii) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
- (iii) If Contractor receives a request for admission to treatment from an intravenous drug abuse, Contractor must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 1. Fourteen (14) calendar days after the request for admission to Contractor is made;
 2. One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
 3. If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.

e. **Infectious Diseases.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (i) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
- (ii) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis services.
- (iii) For purposes of (ii) above, "tuberculosis services" means:
 1. Counseling the Individual with respect to tuberculosis;
 2. Testing to determine whether the Individual has contracted such disease and

testing to determine the form of treatment for the disease that is appropriate for the Individual; and

3. Appropriate treatment services.

- f. **OHA Referrals.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
 - (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method of communication.
 - (iii) Providing devices that assist in minimizing the impact of the barrier.
 - (iv) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- k. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery & Prevention Services for Contractors Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding Requirements. TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical services may be provided with TANF Block Grant Funds.

- 17. **Community Mental Health Block Grant (CFDA 93.958).** All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Contractor shall comply with those restrictions.
- 18. **Substance Abuse Prevention and Treatment (CFDA 93.959).** To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.
- 19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT G
RESERVED

EXHIBIT H

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of **Date** (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **The Mental Health Association of Oregon** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45

CFR Part 160 and Part 164.

- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is

- maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- a. The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the

- Confidentiality Rule.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
 - c. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
 - d. Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity’s knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible. If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach. Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall

comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

(Signature Page for QSOBAA Follows)

SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

Covered Entity

The Mental Health Association of Oregon

CLACKAMAS COUNTY

Janie
Gullickson

Digitally signed by Janie
Gullickson
Date: 2021.09.15
09:14:12 -07'00'

Authorized Signature

Date

Chair

Date

Janie Gullickson

Name / Title (Printed)

**EXHIBIT I
SCOPE OF WORK
MHA AO OLDER ADULT**

Background

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

The term "peer" refers to a person who self-identifies as an individual who has lived experience of a mental health condition and/or an addiction and is successfully living in recovery. Peers provide support to an individual who has similar lived experiences. Peer support services are developed by peers for peers.

Family peer support refers to support activities provided by a person who has had similar lived experience raising a child who has experienced a mental health condition and/or addiction. The support services provided have been developed by family members for family members.

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

Scope of Work

CONTACTOR shall:

1. Provide 1.0 FTE Peer Support Specialist(s)
2. Be responsible for provided peer supervision
3. Provide peer support services for individuals over 55
4. Assist individuals in accessing resources available in the community such as, but not limited to
 - a. 12-step programs
 - b. Support groups
 - c. Drop-in centers/senior centers
 - d. Aging and Disability Services
5. Provide system navigation supports
6. Work with each individual to develop goals and a plan to reach those goals
7. Assist and support individuals to develop community and peer relationships (natural supports)
8. Write a brief note per service provided for the individual that describes the specific service/support
9. Assist in addressing other issues as identified by the individual served
10. Work in collaboration with Clackamas County Behavioral Health Division (CCBHD) and CCBHD's Older Adult Specialist.
11. Conduct outreach activities in the community bringing awareness of this service and developing referral sources
12. Promote a recovery-oriented support system that focuses on hope, choice, personal responsibility, and self-determination

REPORTING REQUIREMENTS

Behavioral Health's Peer Delivered Services has developed the following general outcome measures that must be reported to the County on a quarterly basis.

1. Individuals Served:
 - a. Number of individuals served during the reporting period
 - b. Number of new individuals served during the reporting period
 - c. Number of individuals who concluded support services during the reporting period
2. Experience of Services:
 - a. Does the individual feel they would have returned to a higher level of care or to a corrections setting if not for Peer Delivered Services?
 - b. Does the individual feel their quality of life has improved overall?
 - c. Has there been an increase in natural supports?
 - d. Did you receive any inappropriate referrals?
 - i. If so, please indicate why the referral wasn't a good match
 - ii. Where was the individual referred for support?

Quarterly reports shall be submitted to the COUNTY no later than (30) days following the end of each calendar quarter. Due dates for the reports are as follows:

| | | |
|------------------|-------------------------------------|----------------------|
| Quarter 1 | October 1, 2021 – December 31, 2021 | Due January 31, 2022 |
| Quarter 2 | January 1 2022 – March 31, 2022 | Due April 30, 2022 |
| Quarter 3 | April 1, 2022 – June 30, 2022 | Due July 31, 2022 |
| Quarter 4 | July 1, 2022 – September 30, 2022 | Due October 31, 2022 |
| Quarter 5 | October 1, 2022 – December 31, 2022 | Due January 31, 2023 |

- E. COUNTY shall be provided copies of outreach and demographic information, evaluation reports and other materials as requested.

Reports will be submitted through a Survey Monkey link provided by the COUNTY quarterly. Questions can be directed to:

ALinfoot@clackamas.us
Ally Linfoot, Peer Services Coordinator
Clackamas County Behavioral Health Division
2051 Kaen Road, # 154
Oregon City, OR 97045
(503) 260-3386

**EXHIBIT J
BUDGET**

Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ **304,648.00** Compensation shall be based on the following budget:

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|--|--|
| CATEGORIES | October 1, 2021 - December 31, 2022 |
| Personnel | 81,999.00 |
| Program Supplies & Materials | 21,142.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 14,031.00 |
| TOTAL (for 15 months): | \$ 117,172.00 |
| Optional Comments: | |

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|--|--|
| CATEGORIES | January 1, 2023 - December 31, 2024 |
| Personnel | 131,198.00 |
| Program Supplies & Materials | 33,828.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 22,450.00 |
| TOTAL (for 24 months): | \$ 187,476.00 |
| Optional Comments: | |

Invoices Shall be submitted to BHAP@clackamas.us and reference BH Contract #10333

**EXHIBIT K
RESERVED**

EXHIBIT L
RESERVED

**EXHIBIT M
RESERVED**

EXHIBIT N
CMHP SERVICE ELEMENT

MHS 35A – OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES – GERO-SPECIALIST

1. Service Description

Older or Disabled Adult Mental Health Services Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

2. Performance Requirements

The funds awarded for MHS 35A Services may only be expended on community-based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Contract, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Contract for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9); delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Contract that are subject to this Specialized Service requirement shall provide the following:

- a. Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- b. Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 services;
- c. Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;
- d. Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;
- e. Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection; CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- f. Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- g. Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment

- and prevention with older and disabled adults; and
- h.** Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

3. Reporting Requirements

All Individuals receiving MHS 35 Services with Funds provided through this Contract must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy.

Contractor shall provide timely and relevant information to County as needed to enable County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

4. Confirmation of Performance and Reporting Requirements

Contractor shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirement" section above and any reporting requirement(s) contained in **Exhibit B**, Scope of Work, of this Contract, how funds provided for MHS 35 Services were utilized consistent with the terms and limitations herein to meet the performance requirement(s) of this Service Description, and that the Contractor may be subject to the monitoring and review of performance requirements and quality measures by OHA.

October 14, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of #10213 Amendment #2 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation (OHA) as the Local Public Health Authority for Clackamas County. Contract not to exceed \$3,625,422. Funding is provided by the State of Oregon.

No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Amendment #2 adds \$12,584 to PE- 62 - Overdose Prevention |
| Dollar Amount and Fiscal Impact | Bringing the contract maximum value to \$3,625,422. |
| Funding Source | Funding through the State - No County General Funds are involved. |
| Duration | Effective August 1, 2021 and terminates on June 30, 2022 |
| Previous Board Action | The Board previously reviewed and approved this agreement on July 22, 2021, Agenda item 072221-A8 |
| Strategic Plan Alignment | 1. Funding through this Amendment 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, and Women's, Infants, and Children (WIC) Program 2. Ensure safe, healthy and secure communities |
| Counsel Review | County counsel has reviewed and approved this document on September 20, 2021 KR |
| Procurement Review | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA |
| Contact Person | Philip Mason-Joyner, Public Health Director – (503)742-5956 |
| Contract No. | 10213-02 |

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 adds \$12,584 to PE- 62 - Overdose Prevention Bringing the contract maximum value to \$3,625,422.

Per the States directive in the Amendment, this Amendment is effective August 1, 2021 and continues through June 30, 2021 regardless of the date the Amendment is fully executed.

Page 2 Staff Report
October 14, 2021
Agreement #10213-02

RECOMMENDATION:

Staff recommends the Board approval Amendment #2 to the IGA with the State of Oregon.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

Agreement #169503



**SECOND AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Second Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on August 1, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
 - a. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Amended and Restated Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

5. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

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

6. **Signatures.**

Signature: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Signature: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY22)**

| | | |
|---|---|---------------------------------|
| State of Oregon Oregon Health Authority Public Health Division | | |
| 1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035 | 2) Issue Date Sunday, August 1, 2021 | This Action Amendment |
| | 3) Award Period From July 1, 2021 through June 30, 2022 | |

| 4) OHA Public Health Funds Approved | | | | |
|--|--|-------------------------------|----------------------------|------------------------------|
| Number | Program | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE01-01 | State Support for Public Health | \$126,639.00 | \$0.00 | \$126,639.00 |
| PE01-10 | OIP - CARES | \$583,218.00 | \$0.00 | \$583,218.00 |
| PE02 | Cities Readiness Initiative | \$42,123.00 | \$0.00 | \$42,123.00 |
| PE07 | HIV Prevention Services | \$134,973.00 | \$0.00 | \$134,973.00 |
| PE12-01 | Public Health Emergency Preparedness and Response (PHEP) | \$162,291.00 | \$0.00 | \$162,291.00 |
| PE13-01 | Tobacco Prevention and Education Program (TPEP) | \$416,803.00 | \$0.00 | \$416,803.00 |
| PE40-01 | WIC NSA: July - September | \$199,234.00 | \$0.00 | \$199,234.00 |
| PE40-02 | WIC NSA: October - June | \$579,703.00 | \$0.00 | \$579,703.00 |
| PE40-03 | BFPC: July - September | \$19,101.00 | \$0.00 | \$19,101.00 |
| PE40-04 | BFPC: October - June | \$57,302.00 | \$0.00 | \$57,302.00 |
| PE40-05 | Farmer's Market | \$8,924.00 | \$0.00 | \$8,924.00 |
| PE42-03 | MCAH Perinatal General Funds & Title XIX | \$10,975.00 | \$0.00 | \$10,975.00 |
| PE42-04 | MCAH Babies First! General Funds | \$35,071.00 | \$0.00 | \$35,071.00 |
| PE42-06 | MCAH General Funds & Title XIX | \$20,592.00 | \$0.00 | \$20,592.00 |

| 4) OHA Public Health Funds Approved | | | | |
|--|--|-------------------------------|----------------------------|------------------------------|
| Number | Program | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE42-11 | MCAH Title V | \$117,810.00 | \$0.00 | \$117,810.00 |
| PE42-12 | MCAH Oregon Mothers Care Title V | \$9,482.00 | \$0.00 | \$9,482.00 |
| PE43-01 | Public Health Practice (PHP) - Immunization Services | \$92,665.00 | \$0.00 | \$92,665.00 |
| PE44-01 | SBHC Base | \$300,000.00 | \$0.00 | \$300,000.00 |
| PE44-02 | SBHC - Mental Health Expansion | \$373,500.00 | \$0.00 | \$373,500.00 |
| PE46-05 | RH Community Participation & Assurance of Access | \$46,174.00 | \$0.00 | \$46,174.00 |
| PE50 | Safe Drinking Water (SDW) Program (Vendors) | \$176,970.00 | \$0.00 | \$176,970.00 |
| PE51-01 | LPHA Leadership, Governance and Program Implementation | \$71,833.00 | \$0.00 | \$71,833.00 |
| PE62 | Overdose Prevention-Counties | \$27,455.00 | \$12,584.00 | \$40,039.00 |
| | | \$3,612,838.00 | \$12,584.00 | \$3,625,422.00 |

| 5) Foot Notes: | |
|-----------------------|---|
| PE01-01 | 5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final. |
| PE01-10 | Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information. |
| PE40-01 | 5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed. |
| PE40-02 | 5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022. |
| PE40-03 | SFY2022 WIC BFPC grant amount is to be spent by 9/30/2021. Unspent amount is not allowed to be carried over to the following period. |
| PE40-04 | SFY2022 WIC BFPC grant amount is to be spent by 6/30/2022. Unspent amount is not allowed to be carried over to the following period. |
| PE40-05 | 7/2021: Funds will be paid in two installments in August and October of 2021. |
| PE51-01 | 5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final. |

| 6) Comments: | |
|---------------------|---|
| PE02 | 7/2021: Award increase |
| PE13-01 | 07/2021: increase award from 310,126 by 106,677 to 416,803 |
| PE40-01 | 5/2021: SFY22 Q1 funding: Spend \$39,847 on Nutrition Ed, \$6,245 on BF Promotion |
| PE40-02 | 5/2021: SFY2022 Q2-4 funding: spend \$115,941 on Nutrition Ed, \$18,736 on BF Promotion |
| PE40-03 | 07/2021: SFY2022 Q1 funding |
| PE40-04 | 07/2021: SFY2022 Q2-4 grant award |
| PE40-05 | 07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021. |
| PE44-02 | 7/2021: Funding for 21-23 Youth-Led Grants |
| PE62 | 08/2021: Prior comment null and void. \$12,584 available September 1- 30, 2021 only. \$27,455 must be spent between July 1-August 31, 2021 only and is not eligible for carry forward; 5/2021: This award is for July 1-August 31, 2021 only. |

7) 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 | |
|---------|------------------|------|-------------|--|
| | | | | |
| | | | | |

Attachment B

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE62 Overdose Prevention-Counties

| | | | |
|--------------------------------------|---|---|---|
| Federal Award Identification Number: | H79TI083316 | NU17CE925018 | NU17CE925018 |
| Federal Award Date: | 08/27/2020 | 11/6/2020 | 07/29/2021 |
| Budget Performance Period: | 9/30/2020-9/29/2022 | 09/01/2020-08/31/2021 | 09/01/2021-08/31/2022 |
| Awarding Agency: | SAMHSA | CDC | CDC |
| CDDA Number: | 93.788 | 93.136 | 93.136 |
| CDDA Name: | State Targeted Response to the Opioid Crisis Grants | Injury Prevention and Control Research and State and Community Based Programs | Injury Prevention and Control Research and State and Community Based Programs |
| Total Federal Award: | \$15,301,349 | \$3,034,987 | \$3,034,987 |
| Project Description: | Oregon SOR 2020 Grant | Oregon Overdose Data To Action (OD2A) | Oregon Overdose Data To Action (OD2A) |
| Awarding Official: | Laurasona Leigh, Program Official | Abel Assefa | Mr. Abel Assefa |
| Indirect Cost Rate: | 17.64% | 17.64% | 17.64% |
| Research and Development (T/F): | FALSE | FALSE | FALSE |
| PCA: | 82334 | 52302 | 52293 |
| Index: | 87850 | 50339 | 50339 |

| Agency | DUNS No. | Amount | Amount | Amount | Grand Total: |
|-----------|-----------|--------|-------------|-------------|--------------|
| Clackamas | 096992656 | \$0.00 | \$27,455.00 | \$12,584.00 | \$40,039.00 |

October 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of application to Oregon Department of Veterans’ Affairs for the annual allocation of County Veterans Service Office operational funds in the amount of \$278,321.
There are no County General Funds involved

| | |
|--|---|
| Purpose/Outcomes | Oregon Department of Veterans’ Affairs will continue to provide operational funding for the County Veterans’ Services Office. |
| Dollar Amount and Fiscal Impact | \$278,321 \$599,230 County General Funds are budgeted and are included on the application. |
| Funding Source | Oregon Department of Veterans’ Affairs and County General Funds. |
| Duration | July 1, 2021 through June 30, 2022 |
| Previous Board Action | None. |
| Strategic Plan Alignment | 1. This funding aligns with Social Services Division’s strategic priority to help people in need live with self-reliance and independence. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities. |
| Counsel Review | N/A |
| Procurement Review | 1. Was this time processed through Procurement? No 2. If no, provide brief explanation: This is a Grant application. Not subject to Procurement Review. |
| Contact Person | Brenda Durbin, Director – Social Services Division – (503) 655-8641 |
| Contract No. | N/A |

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of the application for Oregon Department of Veterans’ Affairs (ODVA) FY2022 funding which is awarded by formula to Clackamas Count on an annual basis for operations of the Clackamas County Veterans’ Service office (CVSO).

The Social Services Division operates the County Veterans’ Service Office for Clackamas County which provides services to veterans and their families. The expected result of this award over time is that more Clackamas County veterans will obtain service connected disability, needs based pension, Veterans’ Affairs (VA) health care and other benefits earned

through military service. ODVA funding in FY20-21 resulted in 739 initial claims filed and more than \$8,326,000 in claims awarded. The dollar amount of approved awards will increase as VA processes more filed claims (For reference, claims for FY 19-20 are now up to more than \$14M). Staff have also engaged regularly with the Veterans Advisory Council and Homeless Veterans Coordination Team.

The award is for \$278,321 and the term is July 1, 2021 to June 30, 2022. \$8,923 more funds were awarded from ODVA than originally budgeted and will be incorporated into a budget adjustment in October 2021. A total of \$599,230 County General Funds are budgeted and are included on the application. These funds are required for maintenance of effort and for county-direct expansion of service.

Please note: Due to delays in fiscal report function with the new Chart of Accounts, an extension of the timeline to turn this in was requested. This extension was granted by ODVA with the understanding that approval will be expedited.

RECOMMENDATION:

Staff recommends the approval of the grant application, and that Tootie Smith, Chair, be authorized to sign all documents necessary on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services Department



COUNTY APPLICATION FOR ODVA FUNDS
FY2022: JULY 1, 2021 TO JUNE 30, 2022

This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than 8/31/2021** in order to receive state funds for the county's Veteran Services Office. Please submit the documents to: ODVA_CVSO-NSOFunding@odva.oregon.gov.

SUBMIT TO: ODVA_CVSO-NSOFunding@odva.oregon.gov

| | |
|-------------|-------------------------------|
| TIME PERIOD | July 1, 2021 to June 30, 2022 |
| COUNTY | Clackamas |

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

Budgeted Revenue for July 1, 2021 to June 30, 2022

| ITEM | AMOUNT |
|--|-------------------|
| County Funds | \$ |
| *Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)*</i> | \$ 0.00 |
| ODVA Funds for 2020-21 | \$ 278,321 |
| Other Funds <i>(Identify source) County General Fund</i> | \$ 599,230 |
| TOTAL REVENUE | \$ 877,551 |

Budgeted Expenditures for July 1, 2021 to June 30, 2022

| | |
|------------------------------------|-------------------|
| TOTAL BUDGETED EXPENDITURES | \$ 877,551 |
|------------------------------------|-------------------|

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county Veteran Services Office for the fiscal year 2022.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2021, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county Veteran Services Office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge (or designee)

Signature of Authorized County Representative named above

Date Signed

Title of Signer

Email Address

Telephone Number

ODVA APPROVED FOR FUNDING

Authorized Signature

Date

October 21, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Folk-Time, Inc. for Mobile Crisis Team Services. Contract maximum value not to exceed \$518,949.00. Funding through State of Oregon, CMHP funds. No County General Funds are involved.

| | |
|--|---|
| Purpose/Outcomes | Provides Mobile Crisis Response Team services to Clackamas County adults, children, and families who are experiencing or supporting individuals who are experiencing symptoms of mental health or co-occurring mental health and addiction diagnoses. |
| Dollar Amount and Fiscal Impact | Maximum contract value is \$518,949.00. Initial contract term value of \$186,345.00; renewal term value of \$332,604.00. |
| Funding Source | No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized. |
| Duration | Initial term of the contract is effective October 1, 2021 and terminates on December 31, 2022. Renewal term, if exercised, will extend the contract through December 31, 2024. |
| Previous Board Action | None |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health and substance use services. |
| Counsel Review | Reviewed by Counsel 9/14/2021 , Counsel Initials KR |
| Procurement Review | Was this item reviewed by Procurement? Yes |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305 |
| Agreement No. | County 4542, Behavioral Health 10329 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with Folk-Time, Inc. for the provision of Mobile Crisis Response Team Services. The Mobile Crisis Response Team (MCRT) will work cooperatively with the County to promote a recovery-oriented support system to individuals, children, and families who are experiencing psychiatric crises in the community.

PROCUREMENT PROCESS:

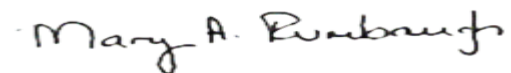
This project was advertised in accordance with ORS and LCRB Rules on April 15, 2021, Through RFP 2021-33 for 7 projects. Proposals were publicly opened on May 31, 2021. The County received seven (7) Proposals one for each project detailed in the RFP. After review of the Proposals, contracting with Folk Time, Inc. for Project 2 of the RFP, "Adult Peer Delivered

Services – Mobile Crisis Team”, was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2021-33.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary A. Bumbarger".

For Rodney A. Cook
Rodney A. Cook, Director
Health, Housing and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4542/H3S Contract #10329**

This Personal Services Contract (this “Contract”) is entered into between Folk Time, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health Housing and Human Services (H3S)

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2022.**

2. **Scope of Work.** Contractor shall provide the following personal services: Adult Peer Delivered Services – by providing a Mobile Crisis Team (“Work”), as described in Contractor’s response to County’s RFP 2021-33, the negotiated scope of which is set forth, in **Exhibit I**, attached hereto and incorporated by reference herein.

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Five-Hundred Eighteen Thousand Nine Hundred Forty-Nine dollars (\$518,949.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit J**, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit J**.

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
 Invoicing will in done in accordance with **Exhibit J**

5. **Travel and Other Expense.** Authorized: Yes No
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit C, Exhibit E, Exhibit F, Exhibit H, Exhibit I, Exhibit J, Exhibit M
Exhibits B, D, G, K, and L are not used in this contract.

7. Contractor and County Contacts.

| | |
|---|---|
| Contractor Administrator: Beri Swango Phone: (503) 208-3209 Email: bswango@folktime.org | County Administrator: Angela Brink Phone: 503-522-2396 Email: ABrink@clackamas.us |
|---|---|

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit C** attached hereto and incorporated by this reference herein

The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

The 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent

to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 29, and 32 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 and 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 28 and 29 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the 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 the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. ABUSE REPORTING. Contractor 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 493-045-0370) and elder abuse reporting laws (ORS124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor 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, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

31. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to

EXHIBIT A

DEFINITIONS (CMHP)

Whenever used in this Contract, the following terms shall have the meanings set forth below:

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of the Contract.
4. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract.
5. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
6. **“Contractor” or “Provider”** means the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
7. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is 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 for each of the organization’s members.
8. **“County”** means Clackamas County, a political subdivision of the State of Oregon.
9. **“DHS”** means the Department of Human Services of the State of Oregon.
10. **“Health Services Division” or “HSD”** means the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.
11. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under a contract or agreement.
12. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
13. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data

submitted by contractors and subcontractors.

14. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to a Contractor by County under this Contract and expended by Contractor that is:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon, OHA, or County as expended in a manner other than that permitted by this Contract, including without limitation any funds expended by Contractor contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon, OHA, or County as expended on the delivery of a Service that did not meet the standards and requirements of the Contract with respect to that Service.
15. **“OAR”** means the Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.
16. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
17. **“Overexpenditure”** means funds disbursed to Contractor by County under the Contract and expended by Contractor that is identified by the State of Oregon, OHA, or County, through any disbursement reconciliation permitted or required under the Contract, as in excess of the funds Contractor is entitled to.
18. **“Provider”** or **“Contractor”** mean the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
19. **“Provider Contract”** or **“Provider Agreement”** means the contract, subcontract, agreement or subrecipient agreement to purchase particular Services.
20. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
 - a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
21. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
22. **“Underexpenditure”** means funds disbursed by County under this Contract that remain unexpended at Contract termination or expiration.

**EXHIBIT B
RESERVED**

**EXHIBIT C
CMHP INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.
10. **"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 Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. 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 County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. 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 ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

13. Insurance Carrier Rating. Coverages provided by the Contractor 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.

14. Waiver of Subrogation. Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.

15. Notice of cancellation or change. There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.

16. Insurance Compliance. The County will be entitled to enforce Contractor compliance with the insurance requirements, and will 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, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

**EXHIBIT D
RESERVED**

EXHIBIT E
CMHP REQUIRED PROVIDER CONTRACT PROVISIONS

- 1. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Contract):
 - a.** Contractor may not expend on the delivery of Service any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of these Services.
 - b.** If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - c.** If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services to:
 - i.** Provide inpatient hospital services;
 - ii.** Make cash payment to intended recipients of health services;
 - iii.** Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - iv.** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - v.** Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d.** Contractor may expend funds paid to Contractor under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If Contractor 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, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

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

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

- e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CRF Part 205, 45 CRF Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy", as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- i. Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

NOTE: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written material" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Provider's service area.

4. Reporting Requirements. Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract.

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests.
5. **Compliance with Law.** Contractor 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, Contractor 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 community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of client abuse; 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 Contractor, 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, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit F, Required Federal Terms and Conditions**, to the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dates as of January 1, 2021, which Exhibit is incorporated herein by this reference. For purposes of the 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.

- 6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7. To the extent permitted by applicable law, Contractor 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, Clackamas County, 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 Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
- 8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
- 9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as defined in the Contract and incorporated herein by this reference (**Exhibit C, Insurance**).
11. Contractor(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 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.
12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.
13. **Ownership of Intellectual Property.**
 - a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Contractor in connection with the Services. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to OHA and the County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract 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 13.a.(1) on OHA and the County's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
 - b. If state or federal law requires that OHA or County 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 Contractor 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 Contractor in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to Contractor to use, copy distribute, display, build upon and improve the intellectual property.

EXHIBIT F
CMHP REQUIRED FEDERAL TERMS AND CONDITIONS

Contractor shall comply with the following federal requirements, when federal funding is being used to fund this Contract. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractors shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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 Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** Contractor shall 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 Contract, including amendments, exceeds \$100,000 Contractor shall 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. Contractors shall 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.** Contractors shall 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 Contract, Contractor certifies, to the best of the Contractor's knowledge and belief that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Contractor under this Contract 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.
 - f. No part of any federal funds paid to Contractor under this Contract 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 Contractor under this Contract 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.** Contractor shall 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.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub 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, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** Contractor 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 contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers 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.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor's workplace or while providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor 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, Contractor'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 Contract 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 Contract, 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar 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 through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents may provide any Service required under this Contract 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 Contractor or Contractor's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or Providers'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 Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent Contractor provides any Service in which costs are paid in whole or in part by Medicaid, Contractor 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 Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.4(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 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. Contractor shall acknowledge Contractor'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 Contract 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, Providers, 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.** Contractor shall comply with Title II of the Americans with Disabilities Act 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, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

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

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. 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 ten (10) years.
- c. County or OHA reserves the right to take such action required by law, or where County or 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. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (i) Pregnant women who inject drugs;
- (ii) Pregnant substance abusers;
- (iii) Other Individuals who inject drugs; and
- (iv) All others.

b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

- (i) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 1. Primary medical care, including referral for prenatal care;
 2. Pediatric care, including immunizations, for their children;
 3. Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 4. Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 5. Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.

c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
- (ii) If Contractor has insufficient capacity to provide treatment Services to a pregnant woman, Contractor must refer the woman to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is

enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and

- (iii) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

d. **Intravenous Drug Abusers.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
- (ii) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
- (iii) If Contractor receives a request for admission to treatment from an intravenous drug abuse, Contractor must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 1. Fourteen (14) calendar days after the request for admission to Contractor is made;
 2. One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
 3. If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.

e. **Infectious Diseases.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (i) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
- (ii) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis services.
- (iii) For purposes of (ii) above, "tuberculosis services" means:
 1. Counseling the Individual with respect to tuberculosis;
 2. Testing to determine whether the Individual has contracted such disease and

testing to determine the form of treatment for the disease that is appropriate for the Individual; and

3. Appropriate treatment services.

- f. **OHA Referrals.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
 - (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method of communication.
 - (iii) Providing devices that assist in minimizing the impact of the barrier.
 - (iv) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- k. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery & Prevention Services for Contractors Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding Requirements. TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical services may be provided with TANF Block Grant Funds.

- 17. **Community Mental Health Block Grant (CFDA 93.958).** All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Contractor shall comply with those restrictions.
- 18. **Substance Abuse Prevention and Treatment (CFDA 93.959).** To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.
- 19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT G
RESERVED

EXHIBIT H

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of **Date** (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **Folk Time, Inc** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45

CFR Part 160 and Part 164.

- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is

- maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- a. The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the

- Confidentiality Rule.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
 - c. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
 - d. Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity’s knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible. If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach. Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall

comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

(Signature Page for QSOBAA Follows)

SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

Covered Entity

Folk Time, Inc

CLACKAMAS COUNTY



9/21/21

Authorized Signature

Date

Chair

Date

MICHAEL H. BRECHUK, EXEC DIR
Name / Title (Printed)

EXHIBIT I
SCOPE OF WORK

STAFF STANDARDS

Contractor shall complete the following for all staff:

- A successful criminal history records check through the State of Oregon Background Check Unit ("BCU") compliant with ORS Chapter 181 and OAR 407-007-0000 to OAR 407-007- 0370.
- Positive clearance through the General Services Administration System for Award Management ("SAM") at time of hire and monthly thereafter; and
- Positive clearance through the Office of Inspector General's ("OIG") List of Excluded Individuals/Entities at time of hire and monthly thereafter.
- Review appropriate education and academic degrees;
- Review licenses or certificates, as required;
- Review relevant work history or qualifications;
- Document and certify that the staffs education, experience, competence, and supervision are adequate to permit the staff to perform the assigned duties

In addition, Contractor shall ensure all staff with direct one-on-one contact with the County residents:

Complete Oregon Health Authority approved training program for Peer Delivered Services and adherence to all requirements in the Traditional Health Worker administrative rules including, OAR 410-180-0300 to OAR 410-180-0380 certification and continuing education, and shall demonstrate (a) The ability to support others in their recovery or resiliency; and(b) Personal life experience and tools of self-directed recovery and resiliency

Contractor shall not permit any person to provide services under this Contract 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, Contractor shall not permit any person to provide services under this Contract 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".

If Contractor is unable to adhere with requirements listed, Contractor shall communicate directly with Clackamas County's Peer Services Coordinator a plan for meeting contract requirements.

REPORTING REQUIREMENTS

Behavioral Health's Peer Delivered Services has developed the following general outcome measures that must be reported to the County on a quarterly basis.

Individuals Served:

- Number of new individuals served during the reporting period.

- Number of mobile crisis calls Peers responded to during the reporting period.
- Number of referrals for follow-up Peer services that resulted from Peers being on scene at a crisis.
- Number of individuals who participated in follow up Peer Support services following a referral from a crisis call where a Peer was present.
- Number of individuals who participated in follow up Peer Support services following a referral from a crisis call where a Peer was not present.
- Number of referrals for Peer Support Services from other Clackamas County Crisis teams or team members.
- Number of individuals who participated in follow up Peer Support services following a referral from another team or team member.

Experience of Services for Individuals receiving follow-up Peer Support:

- Does the individual feel they would have returned to a higher level of care or to a corrections setting if not for Peer Delivered Services?
- Does the individual feel their quality of life has improved overall?
- Has there been an increase in natural supports?
- Was the individual or family connected to an ongoing source of support as a result of their work with the Peer Support Specialist?

Training, Workshops, Support Groups:

- Number of continuing education/training programs or classes attended by Peer Support Specialists during the quarter.

Target Populations:

Clackamas County community members, including adults, children, and families who are experiencing or supporting individuals who are experiencing symptoms of mental health or co-occurring mental health and addiction diagnoses who have received services through the County's Mobile Crisis Response Team (MCRT).

Service Components:

- Cooperative work processes with the County to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
- Supports for individuals, children, and families who are experiencing psychiatric crises in the community.

Crisis is defined as “either an actual or perceived urgent or emergent situation that occurs when an Individual’s stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the

Individual's mental or physical health or to prevent referral to a significantly higher level of care."

- According to the Substance Abuse and Mental Health Services Administration 2020 "National Guidelines for Behavioral Health Crisis Care: Best Practice Toolkit" (page 45) "Community-based mobile crisis services use face to face professional and peer intervention, deployed in real time to the location of a person in crisis, in order to achieve the needed and best outcomes for that individual... Peer support workers often take the lead on engagement and may also assist with continuity of care by providing support that continue beyond the resolution of the immediate crisis."

This would include:

Partnering with QMHP or QMHA staff to provide community based mobile crisis response. *Community-based* "means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting."

Mobile Crisis Response is defined as "Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the most integrated setting possible, and to avoid unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment, and arrest or incarceration."

The Mobile Crisis Response Team will not exceed a maximum response time (from time of dispatch to face to face) of **one hour**.

- Providing follow up Peer Support services to individuals who have been in contact with County Mobile Crisis services either as the individual experiencing the psychiatric crisis or as a supportive individual to that person. Follow-up services will include community-based appointments with support from QMHPs and QMHAs as needed. Follow-up services will be short term in nature with the goal of linking the individual/family to longer-term supports.

Staffing:

The peer support team will work in collaboration with the County's Mobile Crisis Response Team (MCRT) stationed at Clackamas Mental Health Center. MCRT is dispatched throughout Clackamas County from Clackamas Mental Health Center. PEERS will primarily be responding in conjunction with this response.

Staffing will cover MCRT operational hours of Sunday-Saturday 8:30am-7:00pm and will require supervisory support from their Peer Organization.

Peer Delivered Services Supervisors shall be certified Peer Support Specialists (PSS) or Peer Wellness Specialists (PWS) with at least one year of prior experience employed as a PSS or PWS in behavioral health services. Supervision and the verification of skills and knowledge shall include, but is not limited to, active engagement strategies, trauma-informed care, addressing recovery needs, suicide-safer care, community resources, psychiatric advance directives and role-specific tasks.

Peer Services Supervisor will work closely with the Clackamas County Supervisor of the Mobile Crisis Response Team to establish and maintain a cohesive team and high quality mobile crisis services to the community.

**EXHIBIT J
BUDGET**

Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$518,949.00** Compensation shall be based on the following budget:

| BUDGET CATEGORIES | MAXIMUM \$ AMOUNTS |
|-------------------|--------------------|
|-------------------|--------------------|

| CATEGORIES | October 1, 2021 - December 31, 2022 |
|---|-------------------------------------|
| Personnel | \$159,125.00 |
| Program Supplies & Materials | 8,275.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 18,945.00 |
| TOTAL (for 15 months): | \$186,345.00 |
| Optional Comments: | |

| CATEGORIES | January 1, 2023 - December 31, 2024 |
|---|-------------------------------------|
| Personnel | 293,178.00 |
| Program Supplies & Materials | 9,238.00 |
| Organizational Supplies, Materials, and Operations (including indirect) | 30,188.00 |
| TOTAL (for 24 months): | \$332,604.00 |
| Optional Comments: | |

Invoices Shall be submitted to BHAP@clackamas.us and reference BH Contract #10329

**EXHIBIT K
RESERVED**

**EXHIBIT L
RESERVED**

EXHIBIT M
CMHP SERVICE ELEMENT

A&D 66 – COMMUNITY BEHAVIORAL AND ADDICTION TREATMENT, RECOVERY & PREVENTION SERVICES

1. Service Description

- a. Community Behavioral and Addiction Treatment, Recovery & Prevention Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description. The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.
- b. It is required that pregnant women receive Interim Services within forty-eight (48) hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
 - i. Counseling and education about HIV and tuberculosis (TB);
 - ii. Risk of sharing needles;
 - iii. Risks of transmission to sexual partners and infants;
 - iv. Steps to ensure that HIV and TB transmission does not occur;
 - v. Referral for HIV or TB treatment services, if necessary;
 - vi. Counseling on the effects of alcohol and drug use on the fetus; and
 - vii. Referral for prenatal care.
- c. A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by County. Contractor shall provide the following Services, subject to availability of funds:
 - i. **Outreach (case finding), early identification and screening, assessment and diagnosis, and education:**
 - 1. **Outreach:** Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
 - 2. **Early Identification and Screening:** Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.
 - 3. **Assessment and Diagnosis:** Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:

- i. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance use Disorder Services.
 - ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “**Intensive Community Services**” are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(43) and 309-022-0105(44), respectively.
- 4. **Education:** Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- ii. **Initiation and Engagement:** Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
 - 1. Brief motivational counseling;
 - 2. Supportive Services to facilitate participation in ongoing treatment; and
 - 3. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.
- iii. **Therapeutic Interventions:**
 General community-based Services, which may include:
 - 1. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
 - 2. General outpatient Services;
 - 3. Medication management for:
 - a. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - b. Substance Use Disorders:
 - i. Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - ii. Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.

4. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
5. Meaningful Individual and family involvement.

iv. Continuity of Care and Recovery Management:

1. Continuity of care Services includes:

a.

2. Performance Requirements

- a. A Provider delivering A&D 66 Services with funds provided through this Contract may not use funds to deliver covered Services to an Individual enrolled in the Oregon Health Plan.
- b. The quality of A&D 66 Services supported with funds provided through this Contract will be measured in accordance with the criteria set forth below. The criteria are applied on a County-wide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Contract.
 - i. **Access:** Access is measured by OHA as the percentage of residents estimated by OHA survey to need treatment who are enrolled in A&D 66 Services.
 - ii. **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within fourteen (14) calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior sixty (60) days.
 - iii. **Utilization:** OHA may measure utilization for Individuals receiving continuum of care services (non-detox).
 - iv. **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Contract who enter treatment following positive assessment.
 - v. **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Contract who are actively engaged in treatment for ninety (90) consecutive days or more.
 - vi. **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engage in and receiving A&D 66 Services under this Contract who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or ninety (90) day retention, whichever comes first.
 - vii. **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Contract who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Contract must participate in client outcome studies conducted by OHA.
 - viii. **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed with seven (7) calendar days after: (A) hospitalization for mental illness; or (B) any facility-based service defined as residential.
 - ix. **Hospital and Facility-based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within thirty (30) to one hundred-eighty (180) calendar days against the total number of discharges.
 - x. **Parent-Child Reunification:** Parent-child reunification is measured by the number of

parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Services, Child Welfare Program's involvement.

xi. Functional Outcomes – Housing Status; Employment Status; School Performance; Criminal Justice Involvement: The four (4) functional outcomes measures that will be monitored by OHA:

1. **Housing Status:** If improved housing status is a goal of treatment or an Individual is homeless, or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by the change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
2. **Employment Status:** If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who become employed, as indicated by a change in employment status against the number of Individuals with a goal of becoming employed.
3. **School Performance:** If school attendance is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
4. **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after one (1) day or more of active treatment or two (2) consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

3. Reporting Requirements

All Individuals receiving A&D 66 Services with funds provided through this Contract must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:

<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> , and the Who Reports in MOTS Policy.

Contractor shall provide timely and relevant information to County as needed to enable County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

October 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with
Clackamas County Children’s Commission (CCCC) to provide evidence-based Parenting
Education Classes in Clackamas County Maximum Value is \$15,200 funded through
Oregon Community Foundation and Oregon State University
No County General Funds Are Involved

| | |
|--|--|
| Purpose/Outcome | CCCC will provide evidence-based Spanish and English parent education class series and supplemental parenting support group sessions to parents of children living in Clackamas County. <ul style="list-style-type: none"> • Conduct two 10-session English class series of Circle of Security • Conduct one 12-session English class series of Nurturing Parenting ABC’s • Conduct two 10-session Spanish class series of Abriendo Puertas |
| Dollar Amount and Fiscal Impact | Agreement has a maximum value of \$15,200. No County Funds are involved. |
| Funding Source | Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement \$5,208 Oregon State University through its College of Public Health \$9,992 |
| Duration | August 1, 2021 to June 30, 2022 |
| Previous Board Action/Review | Board Issues date: 10/12/21 |
| Strategic Plan Alignment | 1. Ensure safe, healthy and secure communities |
| Counsel Review | This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 09/07/21, KR |
| Procurement Review | Was the item processed through Procurement? No. Local-Subrecipient grant award |
| Contact Person | Adam Freer 971-533-4929 |
| Contract No. | H3S CFCC #10349 |

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department request the approval of a Local Subrecipient Grant Agreement with CCCC to provide high quality, evidence-based English and Spanish parenting education series to parents and caregivers in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and increases school readiness skills for children.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on August 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$15,200.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

| CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 10349 | |
|---|--|
| Program Name: <i>OPEC Parenting Education</i> Program/Project Number: 400321490 | |
| This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Clackamas County Children’s Commission (SUBRECIPIENT), an Oregon Non-profit Organization. | |
| COUNTY Data | |
| Grant Accountant: Joseph Rosevear | Program Manager: <i>Chelsea Hamilton</i> |
| Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 jrosevear@clackamas.us | Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us |
| SUBRECIPIENT Data | |
| Finance/Fiscal Representative: Carlos Valles | Program Representative: Christina Aguirre |
| Clackamas County Children’s Commission 16518 SE River Road Milwaukie, OR 97267 503-675-4565 carlosv@cccchs.org | Clackamas County Children’s Commission 16518 SE River Road Milwaukie, OR 97267 christiaw@cccchs.org |
| FEIN: 93-0624672 | |

RECITALS

1. Clackamas County Children’s Commission (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected to provide evidence-based Spanish and English parent education class series’ to parents and children, who are living in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct parenting education courses in Spanish and English to parents of young children and adolescents. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon State University for its College of Public Health Grant Agreement.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon State University for its College of Public Health **(\$9,992)** and Oregon Parenting Education Collaborative **(\$5208)** issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$15,200**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.

- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

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

General Agreement Provision

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

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

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

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

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Clackamas County Children's Commission
16518 SE River Road
Milwaukie, OR 97267

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

By: *Darcee Kilsdonk*
Darcee Kilsdonk, Executive Director

By: _____
Tootie Smith, Board Chair
Clackamas County

Dated: 9.22.2021

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A-1 SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2022 conduct two 10-session English class series of Circle of Security.
- By June 30, 2022 conduct one 12-session English class series of Nurturing Parenting ABC's
- By June 30, 2022 conduct two 10-session Spanish class series of Abriendo Puertas.

**Children, Family & Community Connections Division
 Work Plan and Quarterly Report, 2021-2022**

Provider: Clackamas County Children's Commission
 Activity: **Parent Education – OPEC mini grant**
 Contact: Darcee Kilsdonk
 503.675.4565 | darceek@cccchs.org
 Contract Period: August 1, 2021 - June 30, 2022

Christina Aguirre
 Christinaw@cccchs.org

| CIRCLE OF SECURITY | | | | | | | |
|---|---|---|-------------------------|------------------------|--------------------------|------------------------|-------|
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | | Aug-Sept 1st Quarter | Oct-Dec 2nd Quarter | Jan-March 3rd Quarter | Apr-May 4th Quarter | Total |
| By June 30, 2022, conduct One English class series of Circle of Security (total of 10 sessions), with a minimum of 6 unduplicated parents per series. | <p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p> | # sessions offered during the quarter | | | | | |
| | | # of parents attending at least one class: | | | | | |
| | | Average # of parents at each class: | | | | | |
| | | # of parents attending at least 70% of class sessions offered: (measured at series end) | | | | | |
| | | Average # of children in childcare each night: | | | | | |
| | | # of families with DHS involvement | | | | | |
| | | # Assessed with PSL | | | | | |
| | | # Successful based on PSL | | | | | |
| | | % Successful | | | | | |
| ADDITIONAL REQUIREMENTS | | | | | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | | Indicate which quarter the fidelity checklist was completed: | | | | | |
| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | | Indicate which quarter the site visit was completed: | | | | | |

| Class Start Date: | | | | | | | |
|---|---|---|--|---|---|---|--------------|
| Class End Date: | | | | | | | |
| Class Facilitator(s): | | | | | | | |
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | | Aug-Sept 1st Quarter | Oct-Dec 2nd Quarter | Jan-March 3rd Quarter | Apr-May 4th Quarter | Total |
| By June 30, 2022, conduct One English class series of Circle of Security (total of 10 sessions), with a minimum of 6 unduplicated parents per series. | <p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p> | # sessions offered during the quarter | | | | | |
| | | # of parents attending at least one class: | | | | | |
| | | Average # of parents at each class: | | | | | |
| | | # of parents attending at least 70% of class sessions offered: (measured at series end) | | | | | |
| | | Average # of children in childcare each night: | | | | | |
| | | # of families with DHS involvement | | | | | |
| | | # Assessed with PSL | | | | | |
| | | # Successful based on PSL | | | | | |
| | | % Successful | | | | | |
| ADDITIONAL REQUIREMENTS | | | | | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | | Indicate which quarter the fidelity checklist was completed: | | | | | |
| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | | Indicate which quarter the site visit was completed: | | | | | |
| Class Start Date: | | | | | | | |
| Class End Date: | | | | | | | |
| Class Facilitator(s): | | | | | | | |

| NURTURING PARENTING ABCs | | | | | | | |
|---|--|---|-------------------------------------|------------------------------------|--------------------------------------|------------------------------------|-------|
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | | Aug-Sept 1 st Quarter | Oct-Dec 2 nd Quarter | Jan-March 3 rd Quarter | Apr-May 4 th Quarter | Total |
| By June 30, 2022, conduct one English class series of Nurturing Parenting ABCs (total of 12 sessions each), with a minimum of 6 unduplicated parents. | <p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 8 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p> | # sessions offered during the quarter | | | | | |
| | | # of parents attending at least one class: | | | | | |
| | | Average # of parents at each class: | | | | | |
| | | # of parents attending at least 70% of class sessions offered: (measured at series end) | | | | | |
| | | Average # of children in childcare each night: | | | | | |
| | | # of families with DHS involvement | | | | | |
| | | # Assessed with PSL | | | | | |
| | | # Successful based on PSL | | | | | |
| | | % Successful | | | | | |
| ADDITIONAL REQUIREMENTS | | | | | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | Indicate which quarter the fidelity checklist was completed: | | | | | | |
| Facilitator must arrange with county staff one class site observation prior to week 9 of class duration for each series offered | Indicate which quarter the site visit was completed: | | | | | | |
| Class Start Date: | | | | | | | |
| Class End Date: | | | | | | | |
| Class Facilitator(s): | | | | | | | |

ABREINDO PUERTAS

| Activities/Outputs | Intermediate Outcomes/Measurement Tool | | Aug-Sept 1st Quarter | Oct-Dec 2nd Quarter | Jan-March 3rd Quarter | Apr-May 4th Quarter | Total |
|---|--|---|-------------------------|------------------------|--------------------------|------------------------|-------|
| By June 30, 2022, conduct One Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 6 unduplicated parents per series. | <p>75% of participants will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p> | # sessions offered during the quarter | | | | | |
| | | # of parents attending at least one class: | | | | | |
| | | Average # of parents at each class: | | | | | |
| | | # of parents attending at least 70% of class sessions offered: (measured at series end) | | | | | |
| | | Average # of children in childcare each night: | | | | | |
| | | # of families with DHS involvement | | | | | |
| | | # Assessed with PSL | | | | | |
| | | # Successful based on PSL | | | | | |
| | | % Successful | | | | | |
| ADDITIONAL REQUIREMENTS | | | | | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | | Indicate which quarter the fidelity checklist was completed: | | | | | |
| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | | Indicate which quarter the site visit was completed: | | | | | |
| Class Start Date: | | | | | | | |
| Class End Date: | | | | | | | |
| Class Facilitator(s): | | | | | | | |
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | | Aug-Sept 1st Quarter | Oct-Dec 2nd Quarter | Jan-March 3rd Quarter | Apr-May 4th Quarter | Total |
| By June 30, 2022, conduct One Spanish class series of Abriendo Puertas (total | 75% of participants will report an increase in | # sessions offered during the quarter | | | | | |
| | | # of parents attending at least one | | | | | |

| | | | | | | | | |
|--|---|---|--|--|--|--|--|--|
| of 10 sessions), with a minimum of 6 unduplicated parents per series. | quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. | class: | | | | | | |
| | 75% of participants will attend at least 70% of the 10 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations | Average # of parents at each class: | | | | | | |
| | | # of parents attending at least 70% of class sessions offered: (measured at series end) | | | | | | |
| | | Average # of children in childcare each night: | | | | | | |
| | | # of families with DHS involvement | | | | | | |
| | | # Assessed with PSL | | | | | | |
| | | # Successful based on PSL | | | | | | |
| | | % Successful | | | | | | |
| | | | | | | | | |
| ADDITIONAL REQUIREMENTS | | | | | | | | |
| Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2022. | | Indicate which quarter the fidelity checklist was completed: | | | | | | |
| Facilitator must arrange with county staff one class site observation prior to week 6 of class duration for each series offered | | Indicate which quarter the site visit was completed: | | | | | | |
| Class Start Date: | | | | | | | | |
| Class End Date: | | | | | | | | |
| Class Facilitator(s): | | | | | | | | |

Children, Family & Community Connections Division
Work Plan 2021-22
Comments and Narrative

*Please include in narrative sections successes and challenges of your parenting programs.
Also include marketing timelines and strategies as well as appropriate family or program success stories.*

July-September:

October-December:

January-March:

April-June:

Exhibit B: Budget

| Exhibit B: Budget | | | |
|-------------------------------|--|-------------------------------------|-------------------------------------|
| Contractor: | Clackamas County Children's Commission | | |
| Program: | OPEC Parenting Education | | |
| Address: | 16518 River Road | | |
| | Milwaukie, OR 97267 | | |
| Contact Person: | Christina Aguirre | | Contract #10349 |
| Phone Number: | 503-675-4565 | | 8/1/21-6/30/22 |
| E-mail: | chistinaw@cccchs.org | | |
| Budget Category | 21-22 Approved Budget (OSU/SSA) | 21-22 Approved Budget (OPEC) | Match |
| <u>Personnel</u> | | | No Match Required on this Agreement |
| Parenting Educators | \$ 5,625.00 | \$ - | |
| Program Director & Admin | \$ - | \$ - | |
| Childcare Staff | \$ 2,230.00 | \$ - | |
| Fringe | \$ 2,137.00 | \$ - | |
| Total Personnel | \$ 9,992.00 | \$ - | |
| <u>Administration</u> | | | |
| Administration | \$ - | \$ 700.00 | |
| | | | |
| Total Administration | \$ - | \$ 700.00 | |
| <u>Program costs</u> | | | |
| Meals & Snacks, Food | \$ - | \$ 2,556.00 | |
| Parent Incentives | \$ - | \$ 539.00 | |
| Childcare & Program Supplies | \$ - | \$ 213.00 | |
| Facilitator Training & Travel | \$ - | \$ 1,200.00 | |
| Total Program | \$ - | \$ 4,508.00 | |
| Total Budget | \$ 9,992.00 | \$ 5,208.00 | |

EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2021
- October – December Due January 8, 2022
- January – March Due April 8, 2022
- April – June Due July 8, 2022

EXHIBIT D-1: REIMBURSEMENT REQUEST

| Exhibit D-1: REQUEST FOR REIMBURSEMENT | | | | | |
|---|--|--------------------|----------------------|-------------------------|---------------------|
| Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: | | | | | |
| <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> | | | | | |
| Contractor: | Clackamas County Children's Commission | | | Contract Number: | 10349 |
| Address: | 16518 SE River Road Milwaukie, OR | | | Report Period: | |
| Contact Person: | Christina Aguirre | | | | |
| Contact Info: | christinaw@cccchs.org | | | | |
| Term: | 8/1/2021-6/30/2022 | | | | |
| Budget Category | Budget (OSU/SSA) | Budget (OPEC) | Current Draw Request | Previously Requested | Balance |
| <u>Personnel</u> | | | | | |
| Parenting Educators | \$ 5,625.00 | \$ - | \$ - | \$ - | \$ 5,625.00 |
| Program Director & Admin | \$ - | \$ - | \$ - | \$ - | \$ - |
| Childcare Staff | \$ 2,230.00 | \$ - | \$ - | \$ - | \$ 2,230.00 |
| Fringe | \$ 2,137.00 | \$ - | \$ - | \$ - | \$ 2,137.00 |
| Total Personnel | \$ 9,992.00 | \$ - | \$ - | \$ - | \$ 9,992.00 |
| <u>Administration</u> | | | | | |
| Administration | \$ - | \$ 700.00 | \$ - | \$ - | \$ 700.00 |
| | | | \$ - | | |
| Total Admin | \$ - | \$ 700.00 | \$ - | \$ - | \$ 700.00 |
| <u>Program costs</u> | | | | | |
| Meals & Snacks, Food | \$ - | \$ 2,556.00 | \$ - | \$ - | \$ 2,556.00 |
| Parent Incentives | \$ - | \$ 539.00 | \$ - | \$ - | \$ 539.00 |
| Childcare & Program Supplies | \$ - | \$ 213.00 | \$ - | \$ - | \$ 213.00 |
| Facilitator Training & Travel | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ 1,200.00 |
| Total Program | \$ - | \$ 4,508.00 | \$ - | \$ - | \$ 4,508.00 |
| Total Budget | \$ 9,992.00 | \$ 5,208.00 | \$ - | \$ - | \$ 15,200.00 |
| <i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i> | | | | | |
| CERTIFICATION | | | | | |
| <i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i> | | | | | |

EXHIBIT D-2: MONTHLY ACTIVITY REPORT

August 1, 2021 through June 30, 2022

Agency: Clackamas County Children's Commission

Funded Service: Evidence-Based Parenting Education

Program Contact:

Contact Info:

*This report covers the fiscal year starting **August 1, 2021 through June 30, 2022.** Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Issues related to service delivery and how those issues were addressed.

Person(s) completing this form:

Date:

October 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #2 with Northwest Family Services (NWFS) to continue service delivery of the Rural Opioid Prevention & Early Screening (ROPES) program in Clackamas County
Amendment Value is \$95,000 funded through the Federal Office of Juvenile Justice and Delinquency Prevention
No County Funds are involved

| | |
|--|---|
| Purpose/Outcome | Northwest Family Services (NWFS) was selected through a competitive process to provide service delivery of the ROPES program. ROPES provides coordination resources and services for students to reduce harmful opioid and other substance misuse in the rural areas of Clackamas County. The program strengthens a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance abuse. Amendment #2 adds funds and revises work activities to achieve goals that were not met due to challenges related to the impacts of the COVID-19 pandemic. The amendment aligns with the approved funding extension from the Office of Juvenile Justice to extend service delivery and funding period from October 1, 2021 to September 30, 2022. |
| Dollar Amount and Fiscal Impact | Amendment #2 adds \$95,000 for a total award amount of \$284,360.51 No County General Funds are involved. No match required. |
| Funding Source | U.S. Dept of Justice: Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award No. 2018-YB-FX-K007 Opioid Affected Youth Initiative (CFDA #16.842) |
| Duration | Amendment is effective October 1, 2021 and terminates on September 30, 2022. |
| Previous Board Action/Review | Previous Board Approval: 03/04/21 Board Issues: 10/12/21 |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe |
| Counsel Review | This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 9/22/21, AN |
| Procurement Review | Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process |
| Contact Person | Adam Freer 971-533-4929 |
| Contract No. | H3S9809 |

BACKGROUND:

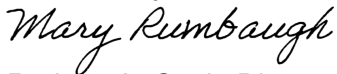
The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant Amendment #2 with Northwest Family Services. Rural Opioid Prevention and Early Screening (ROPES) programming will continue to coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen collaboration and promote system integration among local, county, and state agencies service youth and families to increase the capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

This Grant amendment is funded through the Office of Juvenile Justice and Delinquency Prevention and provides additional funding to continue services starting on October 1, 2021 and terminates September 30, 2022. Agreement has a maximum value of \$284,360.51.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing & Human Services

**Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections
Division**

Local Grant Agreement Number: 21-002/9809

Board Order Number: 030421-A8


Department/Division: H3S-CFCC

Amendment No. 2

Subrecipient: Northwest Family Services

Amendment Requested By: Adam Freer

Approved to Form:



Andrew Naylor
County Counsel

09/23/2021

Date

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment #2 is entered into between Northwest Family Services (“SUBRECIPIENT”) and Clackamas County (“COUNTY”) and shall become part of that Subrecipient Grant Agreement (“Agreement”) entered into between both parties on August 1, 2020. This Amendment adds to the maximum compensation and extends the duration of the Agreement.

This Amendment #2 add funds to continue service delivery of the RURAL OPIOID PREVENTION & EARLY SCREENING program (ROPES) in four existing Clackamas communities: Sandy, Canby, Molalla, and Estacada. This Amendment extends existing funds to reflect 12 months of project related expenses. The adjusted award amount aligns with the approved funding extension from the Office of Juvenile to extend the service delivery and funding period from September 30, 2021 to September 30, 2022. Amendment #2 to Northwest Family Services adds funds and revises work activities in order to achieve goals that were not met due to challenges related to the impacts of the COVID-19 pandemic, the 2020 wildfires which greatly impacted Clackamas County, and resignation of key staff in year two of the project period.

These challenges delayed key stakeholder meetings and impacted the number of youth referrals which were essential in achieving project goals.

Maximum compensation is increased by \$95,000 for a revised maximum of \$284,360.51. This Amendment #2 becomes effective upon signature and extends the award period of performance to September 30, 2022.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The purpose of this Amendment #2 is to make the following changes to the agreement, with changes identified by “***bold/italic***” font for easy reference.

AMEND:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective August 1, 2020 and shall expire on September 30, 2021, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective August 1, 2020 and shall expire on **September 30, 2022**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; CFDA 16.482). The maximum, not to exceed, grant amount COUNTY will pay is \$189,360.51. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; CFDA 16.482). The maximum, not to exceed, grant amount COUNTY will pay is **\$284,360.51**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

AMEND the following portion of Section 9:

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

TO READ:

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- b) ***Change in Key Personnel. SUBRECIPIENT is required to notify COUNTY, in writing and within 15 days, whenever there is a likely or actual change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include, but are not limited to: Executive Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.***

AMEND a portion of Exhibit A: Subrecipient Statement of Program Objectives and Work Plan Quarterly Report, to add the following under the "Activities" description:

During the period of this Agreement Amendment #2 (October 1, 2021 to September 30, 2022), ROPES staff will offer pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. to a minimum of 4 high schools and 4 middle schools in the rural communities of Sandy, Estacada, Molalla and Canby.

ROPES staff will provide standard alcohol and drug assessment to a minimum of 40 youth suspected of drug/alcohol use and provide ASAM level .5-1.0 outpatient treatment to those that qualify and/or make referral to higher level of treatment for those that require more intensive treatment services.

ADD:

Exhibit A: Subrecipient Statement of Program Objectives and Work Plan Quarterly Report

Clackamas County – Children, Family & Community Connections Work Plan and Quarterly Report

Provider: Northwest Family Services
Activity: ROPES
Contact: Michele Bradfute/Jenna Napier
Contract Period: October 1, 2021-September 30, 2022

| Clackamas County – Children, Family & Community Connections Work Plan and Quarterly Report Rural Opioid Prevention and Early Screening (ROPES) | | | | | | |
|--|---|---|-------------------|-------------------|----------------------|----------------------|
| Provider: NWFS Activity: Rural Opioid Prevention and Early Screening (ROPES) Contact: Jenna Napier Contract Period: October 1, 2021 – September 30, 2022 | | | | | | |
| Activities/Outputs | Intermediate Outcomes/Measurement Tool | Indicators | Oct- Dec 21 | Jan- Mar 22 | April- June 22 | July- Sept. 22 |
| PRE-ENGAGEMENT & REFERRAL | | | | | | |
| By September 30th, 2022 offer pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. to a minimum of 3 high schools and 3 middle schools in the rural communities of Estacada, Molalla and Canby. | 75% of participating youth and their families will be connected to relevant evidence-based programs practices providing prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met). CRAFFT Screen tool will identify and refer a minimum of 40 youth suspected of needed treatment for ASAM A&D assessment. | # youth served | | | | |
| | | # of youth served using an evidence-based program or practice | | | | |
| | | # youth referred out/connected to outside services | | | | |
| | | # families served | | | | |
| | | # families referred out/connected to outside services | | | | |
| | | # individuals reporting satisfaction with connection to services | | | | |
| | | # individuals reporting needs met | | | | |
| ASSESSMENT, TREATMENT, & REFERRAL | | | | | | |
| By September 30, 2022 ROPES staff will provide standard alcohol and drug assessment to a minimum of 40 youth suspected of drug/alcohol use and provide ASAM level .5-1.0 outpatient treatment to those that qualify and/or make referral to higher level of treatment for those that require more intensive treatment services. | 65% of youth will demonstrate reduction in 30-day use and complete program requirements. Measured by random UA and program data. 60% of youth will demonstrate improved attendance. Measured by Synergy or other school data collection system. 75% of youth will be connected to additional resources or supports or prosocial activities as deemed appropriate. Measured by program records and client feedback survey responses. | # youth assessed with ASAM | | | | |
| | | # youth receiving ASAM .5-1.0 outpatient treatment | | | | |
| | | % youth receiving treatment that improved attendance over 12 weeks | | | | |
| | | # of youth receiving treatment that are connected to prosocial activities or additional resources or supports | | | | |
| | | # of youth completing negative random UAs | | | | |
| | | # of youth completing program requirements | | | | |
| | | # youth exiting the program during the reporting period | | | | |
| EDUCATION & AWARENESS | | | | | | |
| By September 30, 2022, change beliefs about substance use among youth who have completed treatment. | 70% of youth completing treatment will report a positive change in knowledge/beliefs. Measured by pre-and post-surveys at start/end of treatment. | # youth reporting changes in knowledge/beliefs | | | | |

| | | | | | | |
|---|--|---|--|--|--|--|
| <p>By September 30, 2022, educate a minimum of 30 parents and community members about the risks of opioid use through substance use prevention/education presentations.</p> | <p>70% of parents and/or community members attending a prevention/education presentation will demonstrate knowledge about the risks of opioid use measured by survey at the end of prevention/education presentations.</p> | <p># parents/community members served</p> | | | | |
| | | <p># parents/community members demonstrating knowledge of risks of opioid use</p> | | | | |

REPLACE:

Exhibit B: Subrecipient Program Budget

WITH:

Exhibit B: Subrecipient Program Budget

| EXHIBIT B: RECIPIENT BUDGET | | | |
|---|---------------------------|--|----------------------|
| Organization: | Northwest Family Services | | |
| Program Name: | ROPES - Opioid | | Contract 9809-A2 |
| Program Contact: | | | |
| Agreement Term: | 8/1/20-9/30/22 | | |
| Approved Award Budget Categories | Approved Budget | Approved Budget 10/1/21-9/30/22 | Total Budget |
| <u>Personnel Services (list salary and fringe for each position)</u> | | | |
| CADC I - Canby/Molalla (.50 fte) | \$ 40,190.00 | \$ 20,700.00 | \$ 60,890.00 |
| CADC I - Estacada/Sandy (.50 fte) | \$ 46,888.00 | \$ 20,700.00 | \$ 67,588.00 |
| Clinical Supervision | \$ 2,800.00 | \$ 2,400.00 | \$ 5,200.00 |
| Supervision (.20 fte) | \$ 18,083.00 | \$ 13,600.00 | \$ 31,683.00 |
| Fringe | \$ 51,821.28 | \$ 27,552.00 | \$ 79,373.28 |
| Total Personnel Services | \$ 159,782.28 | \$ 84,952.00 | \$ 244,734.28 |
| <u>Administration (10% of salary and program)</u> | | | |
| Admin | \$ 15,978.23 | \$ 8,636.00 | \$ 24,614.23 |
| <u>Program</u> | | | |
| Supplies | \$ 700.00 | | \$ 700.00 |
| Student Incentives | \$ 7,500.00 | | \$ 7,500.00 |
| Cell Phone | \$ 400.00 | | \$ 400.00 |
| Phones/Spot | \$ 650.00 | \$ 300.00 | \$ 950.00 |
| Computer | \$ 1,400.00 | | \$ 1,400.00 |
| Mileage | \$ 1,200.00 | \$ 912.00 | \$ 2,112.00 |
| <u>Additional (please specify)</u> | | | \$ - |
| Pre-screen UA testing for drug/aocohol use (70 x \$12.50) | \$ 750.00 | \$ 200.00 | \$ 950.00 |
| Training | \$ 1,000.00 | | \$ 1,000.00 |
| Total Programmatic Costs | \$ 29,578.23 | \$ 10,048.00 | \$ 39,626.23 |
| Total Approved Budget | \$ 189,360.51 | \$ 95,000.00 | \$ 284,360.51 |

REPLACE:

Exhibit D: Request for Reimbursement

WITH:

Exhibit D: Request for Reimbursement

| Exhibit D - REQUEST FOR REIMBURSEMENT | | | | |
|--|-----------------------------|----------------------------|----------------------|----------------------|
| <i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i> <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit E) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). | | | | |
| Organization: Northwest Family Services | | Contract #: 9809 - Amend 2 | | |
| Address: 6200 SE King Rd Portland, OR 97222 | | Reporting Period: | | |
| Contact Person: Rose Fuller | | | | |
| Phone Number: 503-546-6377 | | | | |
| E-mail: rfuller@nwfs.org | | | | |
| Fiscal Contact: Jenna Napier | | | | |
| Email: jnapier@nwfs.org | | | | |
| Phone Number: 503-546-6377 | | | | |
| Budget Category | Approved Budget (w/Amend 2) | Current Draw Request | Previously Requested | Balance |
| Personnel | | | | |
| CADC I - Sandy/Estacada (.50 fte) | \$ 67,588.00 | \$ - | \$ - | \$ 67,588.00 |
| CADC I - Canby/Molalla (.50 fte) | \$ 60,890.00 | \$ - | \$ - | \$ 60,890.00 |
| Clinical Supervision | \$ 5,200.00 | \$ - | \$ - | \$ 5,200.00 |
| Supervision | \$ 31,683.00 | \$ - | \$ - | \$ 31,683.00 |
| Fringe | \$ 79,373.28 | \$ - | \$ - | \$ 79,373.28 |
| Total Personnel | \$ 244,734.28 | \$ - | \$ - | \$ 244,734.28 |
| Administration | | | | |
| Admin (10% of personnel & program) | \$ 24,614.23 | \$ - | \$ - | \$ 24,614.23 |
| Program | | | | |
| Supplies | \$ 700.00 | \$ - | \$ - | \$ 700.00 |
| Student Incentives | \$ 7,500.00 | \$ - | \$ - | \$ 7,500.00 |
| Cell Phone | \$ 400.00 | \$ - | \$ - | \$ 400.00 |
| Phones/Hotspot | \$ 950.00 | \$ - | \$ - | \$ 950.00 |
| Computer | \$ 1,400.00 | \$ - | \$ - | \$ 1,400.00 |
| Mileage | \$ 2,112.00 | \$ - | \$ - | \$ 2,112.00 |
| Additional (please specify) | | | | |
| Pre-screen UA testing for drug/aocohol use | \$ 950.00 | \$ - | \$ - | \$ 950.00 |
| Training | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 |
| Total Program | \$ 39,626.23 | \$ - | \$ - | \$ 39,626.23 |
| Total Grant Costs | \$ 284,360.51 | \$ - | \$ - | \$ 284,360.51 |
| Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement. | | | | |
| CERTIFICATION | | | | |
| By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). | | | | |

REPLACE:

Exhibit E: Reporting Schedule

WITH:

Exhibit E: Reporting Schedule

PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

SUBRECIPIENT must submit a monthly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the following month. It should accompany the Fiscal Report and Reimbursement Request. Included in the report will be the following metrics:

- 1. Percentage of participating youth and their families connected to relevant evidence-based programs practices providing prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met).***
- 2. Percentage of youth connected to additional resources or supports or prosocial activities as deemed appropriate. Measured by program records and client feedback survey responses.***
- 3. Number of new agencies that have adopted the CRAFFT pre-screening tool.***
- 4. 65% of youth will demonstrate reduction in 30-day use. Measured by: Random UA and program data.***
- 3. 60% of youth will demonstrate improved attendance. Measured by: School data collection system***
- 4. 75% of youth will receive additional resources or supports or prosocial activities, as deemed appropriate. Measured by pre-and post-surveys at start/end of treatment.***
- 5. 70% of youth completing treatment will report a positive change in knowledge/beliefs. Measured by pre-and post-surveys at start/end of treatment.***
- 6. 70% of parents and/or community members attending a prevention/education presentation will demonstrate knowledge about the risks of opioid use measured by survey at the end of prevention/education***

SUBRECIPIENT must submit a quarterly performance reports, no later the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the ROPES Work Plan Quarterly Reporting document template (see Exhibit A–2). The Final Performance Report should be submitted no later than October 14, 2022.


SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

Northwest Family Services
6200 SE King Road
Portland, OR 97222
503-546-6377

CLACKAMAS COUNTY
Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

By: 

Rose Fuller, Executive Director

Tootie Smith, Board Chair
Clackamas County

Date

October 21, 2021

Board of County Commissioners,
Clackamas County

Members of the Board:

Approval of Amendment #1 to Intergovernmental Agreement (IGA) with Oregon Health Authority for Covid-19 Vaccination Operations. Contract not to exceed \$1,800,000. Funding is through the Oregon Health Authority.
No County General Funds are involved.

| | |
|--|--|
| Purpose/Outcomes | Amendment #01 provides additional funding for COVID Vaccination Services |
| Dollar Amount and Fiscal Impact | Adds \$800,000. bringing the Maximum Contract Value to \$1,800,000. |
| Funding Source | This is funded by OHA No County General Funds are involved |
| Duration | December 1, 2020 through December 31, 2021 |
| Strategic Plan Alignment | 1. Improved Community Safety and Health by providing COVID vaccinations. 2. Ensure safe, healthy and secure communities. |
| Previous Board Action | The Board previously viewed this Agreement on June 20, 2021 |
| Counsel Review | County counsel has reviewed and approved this document on September 27, 2021 KR |
| Procurement Review | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA. |
| Contact Person | Philip Mason-Joyner, Public Health Director – 503-742-5456 |
| Contract No. | 10156-01 |

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to an Intergovernmental Agreement (IGA) with Oregon Health Authority for vaccination operations. This will enable Public Health to provide vaccinations to the community to help us reach 100% vaccinated rate.

Amendment #01 adds \$800,000. Bringing the Maximum Contract Value to \$1,800,000.

Recommendation

We recommend the Board of County Commissioners approve this Amendment.

Respectfully submitted

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

Agreement Number 170117

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **1** to Agreement Number **170117** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**Clackamas County
2051 Kaen Road, Suite 367
Oregon City, OR 97045-4035
Attn: Philip Mason-Joyner
Phone: (503) 742-5300
Email: PMason@clackamas.us;
Karen Webb: KWebb@clackamas.us**

hereinafter referred to as “County.”

1. Upon approval of this Amendment by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party.

2. The Agreement is hereby amended as follows:

a. The contact information for OHA listed on Page 1 is deleted and replaced with the following:

**Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Agreement Administrator: Cara Biddlecom or delegate
Telephone: 971-673-1222
E-mail address: cara.m.biddlecom@dhsaha.state.or.us**

b. **Section 1. Effective Date and Duration** is amended to change the expiration date of the Agreement to **December 31, 2021**.

c. Section 2.6 of Exhibit A, Part 1 Statement of Work is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section ~~4. 3-~~ Reporting Requirements.*)

d. **Section 3. Consideration** is amended to increase the maximum compensation payable under this Agreement from \$1,000,000 to **\$1,800,000**.

- e. **Section 3. Reporting Requirements of Exhibit A, Part 1 – Statement of Work** is renumbered as Section 4. and amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

3.4. Reporting Requirements

To support County’s invoices County shall collect the following reports and submit them to ohacovid.fema@dhsosha.state.or.us as follows:

| Report type | Reporting requirement | Report Periods | Report Due Dates |
|-----------------------------------|--|---|---|
| Project outcome reports | County’s summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age). | December 1, 2020 through Agreement execution | 30 days after Agreement execution. |
| | | Each month of the Agreement from Agreement execution through June 30 <u>December 31, 2021</u> | The 15 th day of the month following the Report Period |
| Cost - expenditure reports | County’s cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access. In addition, County shall complete and submit any required FEMA cost – expenditure reports that OHA provides County for completion. | December 1, 2020 through Agreement execution | 30 days after Agreement execution. |
| | | Each month of the Agreement from Agreement execution through June 30 <u>December 31, 2021</u> | The 15 th day of the month following the Report Period |

| *Vaccination Service Expense Report | | |
|--|--|------------------------------|
| LPHA Name: | | |
| Report Period: | | |
| Vaccination Service Expense Type | | Reimbursement Request |
| <input type="checkbox"/> | Staff time for management, coordination, planning | \$ |
| <input type="checkbox"/> | Staff time for volunteer recruitment, management | \$ |
| <input type="checkbox"/> | Staff time for outreach and/or communications | \$ |
| <input type="checkbox"/> | Staff time for quality assurance and improvement | \$ |
| <input type="checkbox"/> | Staff time for greeters, registration, patient flow | \$ |
| <input type="checkbox"/> | Staff time for public health reporting, data entry | \$ |
| <input type="checkbox"/> | Workforce recruitment and training | \$ |
| <input type="checkbox"/> | Volunteer mileage, parking, per diem | \$ |
| <input type="checkbox"/> | Public education campaigns | \$ |
| <input type="checkbox"/> | Translation services and/or capabilities | \$ |
| <input type="checkbox"/> | Vaccine site space rental | \$ |
| <input type="checkbox"/> | Scheduling planning and technology solutions | \$ |
| <input type="checkbox"/> | Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage | \$ |
| <input type="checkbox"/> | Security services | \$ |
| <input type="checkbox"/> | Transportation for patients and/or workforce | \$ |
| <input type="checkbox"/> | Transport of vaccine and/or supplies | \$ |
| <input type="checkbox"/> | Legal and compliance services | \$ |
| <input type="checkbox"/> | EMS on-site (note – cannot include cost of treatment) | \$ |
| <input type="checkbox"/> | Additional expenses approved by OHA in writing (list additional expense types). | \$ |
| TOTAL REQUEST | | \$ |

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.

- f. Section 2. Travel and Other Expenses of Exhibit A, Part 2 Payment and Financial Reporting is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- 2. Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section ~~3~~ **4**. Reporting Requirements or approved in writing by OHA.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained 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.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- b. The County 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 County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County 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. County 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 County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- d. To the best of the undersigned’s knowledge, County 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;

- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via email by Jeff Wahl, AAG

Department of Justice

July 2, 2021 & July 30, 2021

Date

OHA Program Review:

Via email by Cara Biddlecom

Authorized Signature

Cara Biddlecom

Printed Name

*Deputy Public Health &
Policy & Partnerships Director*

Title

July 1, 2021 & July 30, 2021

Date

October 21, 2021

Board of County of Commissioners
Clackamas County

Members of the Board:

Approval of a Cooperation Agreement with Clackamas Volunteers in Medicine
Grant funds of \$650,000 through Community Development Block Grant.
No County General Funds

| | |
|--|---|
| Purpose/ Outcome | Signature approval of a Cooperation Agreement to fund a portion of the construction expenses for Health Clinic Project at the Clackamas Community College in Oregon City. |
| Dollar Amount and Fiscal Impact | Community Development Block Grant CARES Act funds (CDBG CV3) of \$ 650,000: CDBG Funds as a grant \$ 450,000: Other CVIM grant Funds \$1,100,000: Total estimated project costs |
| Funding Source | U.S. Department of Housing and Urban Development CDBG CARES Act funds No County General Funds are included in this Agreement |
| Duration | Upon signature to 20 years after completion of the project (est. 2042) |
| Previous Board Action/ Review | October 29, 2020 BCC approval of application for CDBG CV3 funds. July 20, 2021 BCC policy session, project funding recommendations approved. |
| Strategic Plan Alignment | Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities. |
| County Review | The Cooperation Agreement was reviewed and approved by County Counsel AN on 9/27/2021. |
| Procurement Review | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Working with Finance Grants, Community Development Division distributed a Notice of Funding Opportunity (NOFO) |
| Contact Person | Mark Sirois, Manager - Community Development: 503-655-8591 |
| Contract No. | H3S# |

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Cooperation Agreement for the Clackamas Volunteers in Medicine health clinic construction on the Clackamas Community College campus in Oregon City.

The County applied for this CDBG CARES ACT grant funding in October 2020. In May of 2021, the Community Development Division advertised and distributed a Notice of Funding Opportunity (NOFO). The purpose of the NOFO was to partner with community based organizations (“CBO”) to assist eligible low-income County residents impacted by COVID-19 with health care services and homeless shelter and services. A total of six (6) proposals were submitted. All were reviewed and evaluated in the context of other available and awarded state and federal funding for these types and projects and services in Clackamas County. This health clinic project was one of two projects recommended to the BCC for funding.

CVIM Agreement for health clinic construction

PROJECT OVERVIEW: Clackamas Volunteers in Medicine (CVIM) applied for funding to remodel an existing building on the campus of the Clackamas Community College to be operated by CVIM. Since 2010, CVIM has been part of a nationwide affiliation of health clinics. The college has provided CVIM a long-term lease of the building that will be remodeled. The lease is an attachment to the Cooperation Agreement.

This free health care clinic will provide area low income residents free dental and health care services as well as a training opportunity for students attending Clackamas Community College. The following training paths will be available:

- Clinical Laboratory Assistant program
- Certified Nursing Assistant program
- Advanced Dental Assistant
- Medical Assistant program

The Community Development Division is working with CVIM and an architecture firm to prepare a construction bid package for advertising in October/November 2021. It is anticipated that the construction will begin in January of 2022.

RECOMMENDATION: We recommend signature approval of this Cooperation Agreement

Respectfully submitted,



Rodney A. Cook, Director
Health, Housing, and Human Services

Attached: Cooperation Agreement.

COOPERATION AGREEMENT

Between

CLACKAMAS COUNTY, OREGON

And

CLACKAMAS VOLUNTEERS IN MEDICINE

I. Background

- A. This Cooperation Agreement (this “Agreement”) is entered into between Clackamas County, through its Community Development Division, a political subdivision of the State of Oregon (“County”) and the Clackamas Volunteers in Medicine, an Oregon non-profit corporation (“CVIM”) for the renovation of approximately 3200 square feet of rooms in the Clairmont Hall building on the Clackamas Community College campus (the “Property”) to construct a health care clinic in Oregon City, Oregon (the “Project”). The new health clinic will be operated by CVIM.
- B. CVIM is a 501(c)3 nonprofit organization headquartered in Clackamas County. The CVIM mission is to serve the health needs of the uninsured, low income people of Clackamas County by providing free and inclusive medical care through medical and community volunteers.
- C. Based on the demographics of the population that CVIM serves, the County has determined that the Project meets a national objective and is eligible for Community Development Block Grant (“CDBG”) COVID funds provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 was signed into law on March 27, 2020 to help respond to the coronavirus outbreak. The CARES Act allocated additional CDBG COVID funding for Clackamas County to be used to prevent, prepare for, and respond to the Coronavirus (COVID-19). The Project will help prevent the coronavirus outbreak by providing expanded health care facility space for health care services to homeless and low-income persons that are vulnerable to this coronavirus.
- D. The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. CVIM will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and for any costs incurred on the Project in excess of the funds contributed by the County, and will coordinate with County and any third party the County contracts with to complete the Project.

II. Consideration

- A. The County agrees to provide CDBG funds toward the Project in a sum not to exceed **\$650,000.00** (“CDBG Funds”). The CDBG Funds allocated for the Project will be paid directly to any contractor hired by County to perform the work on the Project (“Contractor”) upon full execution of a construction contract. CVIM agrees to pay all Project costs incurred in excess of the CDBG Funds, including any change orders or other additional expenses related to the construction contract. Project costs include, but are not limited to, construction costs permitted under the contract with the Contractor to complete the Project as well as approved change orders. CVIM is further responsible for providing a minimum 20% match contribution towards the Project costs, as detailed in Article IV, below.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$1,500,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process, either party determines the Project cannot be completed with available funds, the County and CVIM agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

- B. **Payment.** The Contractor will submit monthly invoices to County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. CDBG Funds will be used first to pay the Contractor. Once the County has expended all of the CDBG Funds allocated for the Project, CVIM will pay County all additional amounts necessary to complete the Project on a reimbursement basis as follows: County will submit monthly invoices for amounts paid to the Contractor, and CVIM shall make payment to County within twenty one (21) days of receipt of each invoice. CVIM will reimburse County for all amounts owed to the Contractor in excess of the CDBG Funds provided by County under this Agreement. Payment shall be made to County at the following address:

Clackamas County
Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

- C. **Security.** On or before execution of any contract between County and Contractor to perform the work on the Project, CVIM shall provide security for the performance of its obligation to pay all costs incurred in excess of the CDBG Funds provided by County under this Agreement. The security provided must be in a form acceptable to County, in its sole discretion, and must provide, at a minimum, sufficient funds to pay all Project costs that may be incurred by Contractor to complete the Project. The security

requirement provided herein is a condition precedent to County’s execution of a contract between County and Contractor. CVIM’s failure to provide acceptable security to County shall permit County to immediately terminate this Agreement. County shall have the right to draw upon the security provided herein in the event CVIM fails to make payment to County in accordance with its payment obligations set forth in Subsection (B), above.

III. Scope of Responsibilities

A. Under this Agreement, the responsibilities of CVIM shall be as follows:

1. CVIM shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project.
2. CVIM shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the County has a Right-Of-Way Acquisition Specialist.
3. CVIM shall provide architectural services for the design and construction oversight of the Project. Such services shall be provided at no cost to the County. CVIM shall assume responsibility for ensuring the following:
 - a. CVIM shall hire a registered professional architect (“Architect”) to prepare all plans and specifications necessary to publicly bid the Project for award to a contractor and provide construction oversight of the Project. The Architect firm may donate staff time as well as donate materials for the Project.
 - b. CVIM will ensure that the Architect agrees to indemnify, defend, and hold the County, and its officers, elected officials, agents and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Architect or the Architect’s employees, subcontractors, or agents.
 - c. CVIM shall require the Architect to maintain insurance policies in the amounts and types set forth in the table below. CVIM shall further require the Architect to name the County as an additional insured on all required policies. CVIM shall ensure the coverage set forth below include contractual liability insurance for the indemnity provided under this Agreement.

| Reason for Contract: | Commercial General Liability: | Automobile Liability Commercial: | Professional Liability: |
|----------------------|-------------------------------|----------------------------------|-------------------------|
| Architects | \$1,000,000/ | | \$1,000,000/ |

| | | | |
|--|-------------|-------------|-------------|
| | \$2,000,000 | \$1,000,000 | \$2,000,000 |
|--|-------------|-------------|-------------|

- d. CVIM shall require the Architect to maintain in force such coverage for not less than three (3) years following completion of the Project. Such insurance shall provide 30 days written notice to the County in the event of cancellation, non-renewal, 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. The insurance company will provide written notice to the County within thirty (30) days after any reduction on the general annual aggregate limit.
 - e. CVIM shall provide County proof of insurance within thirty (30) days of execution of this Agreement.
 - f. CVIM shall ensure that the Architect's responsibilities include, but are not limited to, the following:
 - (1) During construction the Architect shall endeavor to guard the County against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (2) All reports and recommendations concerning construction shall be submitted to the County for their approval. The County agrees that no decisions affecting construction shall be made without CVIM approval.
 - (3) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the County, CVIM shall be solely responsible for these modifications.
4. Upon completion of the Project improvements, CVIM shall operate and maintain the improvements for the public purposes permitted under this Agreement.
 5. CVIM will bear the risk of loss from fire, extended coverage, and all other accidents coverable by an owner's liability insurance policy and will purchase and maintain property insurance on all Project property.
 6. CVIM shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project. CVIM will submit to County for its approval all reports and recommendations concerning construction of Project. The County will submit to CVIM for its approval all of County's decisions affecting construction.
 7. Upon completion of the Project, CVIM:
 - a. Agrees to accept the improvements and responsibility for any claims arising out of or related to the Project from that point forward;
 - b. Agrees to become the successor of the Project construction contract and assume all of the corresponding rights and responsibilities; and
 - c. Agrees to continue operating the Property as a health clinic for at least 20 years.

8. CVIM agrees to report to the County information on the race and head-of-household status for each client. The report shall cover the period between July 1 to June 30 for each year or partial year after completion of the Project. The report shall be on the form attached hereto as Attachment A, and shall be submitted to the County no later than the 31st day of August, attached as ATTACHMENT A and incorporated by reference.
 9. CVIM agrees to maintain a lease (“Lease”) of the Property with Clackamas Community College for the life of at least 20 years. A fully executed copy of the Lease is attached hereto as ATTACHMENT B and incorporated by this reference herein.
 10. CVIM agrees to inform the County in writing prior to making any change in the use of the Property. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines, CVIM shall reimburse County as provided under applicable law including, but not limited to, the requirements of 24 CFR 570.505. In no event will CVIM’s reimbursement obligations be less than the full amount of CDBG funds provided by the County under this Agreement.
 11. CVIM shall comply with all applicable provisions of 24 CFR Part 200.
 12. Should the Property be sold and converted to a non-qualifying use, or the Lease terminated before expiration of its 20 year term, CVIM agrees to reimburse the County as provided under applicable law including, but not limited to, the requirements of 24 CFR 570.505.
 13. Contemporaneous with execution of this Agreement, CVIM shall complete and submit a Matching Funds Report following completion of the Project, attached as ATTACHMENT C and incorporated by reference.
- B. Under this Agreement, the responsibilities of the County will be as follows:
1. The County agrees to provide and administer available the CDBG Funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Project, subject to the limitations contained in Section IV, below.
 2. County shall conduct an environmental assessment of the Project as required in 24 CFR 570.604.
 3. The County will appropriately bid and contract for construction of the Project.
 4. The County, with the advice of the CVIM, will approve changes, modifications, or amendments as necessary to serve the public interest.
 5. The County shall provide reasonable and necessary staff for administration of the Project. A Project coordinator from the County’s Community Development Division will assist with the Project management, coordination and contract administration.
 6. The responsibilities of the Project coordinator shall include:
 - a. Prepare a Bid Packet to be advertised in a local contractor’s publication;
 - b. Conduct the Bid Opening on the date determined by all parties;
 - c. Hire a general contractor via the lowest responsible and responsive bidder;

- d. Issue a Notice to Proceed after the construction contract is approved;
- e. Conduct a pre-construction conference with the general contractor, CVIM, and the Architect;
- f. Coordinate with the Architect, CVIM and general contractor throughout general contractor's performance of the Project;
- g. Administration of federal and state prevailing wage requirements;
- h. Complete all Closeout Paperwork and complete all federal reporting requirements;
- i. With the Approval of the Architect and both parties;
 - (1) Make payment to the Contractor;
 - (2) Release retainage funds to the Contractor as appropriate; and
 - (3) Notify CVIM of its responsibilities for all warranty related issues after the release of retainage.

IV. Budget and Financial Responsibilities

- A. The County will procure and manage the contract for construction of the Project pursuant to Article III, above. The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.
- B. Expenditure of contingency funds if any, will require joint approval of the County and CVIM in accordance with the terms the construction contract. Any change orders will be handled in the following manner:
 1. In the event that unforeseeable conditions arise which necessitate the execution of a change order, the County will execute a change order(s) subject to a determination that funds are available.
 2. Funds for the change order(s) shall be split 80% County and 20% CVIM, provided CDBG funds are still available. In the event all CDBG funds have been expended, CVIM shall be solely responsible for all additional costs under the change order.
- C. CVIM shall be solely responsible for all Project costs which exceed available CDBG Funds budgeted for the Project.
- D. In no event shall CVIM financial participation be less than twenty percent (20%) of the Project costs.
- E. In the event the Project cannot be completed with available funds, the County and CVIM will jointly determine the priorities of the improvements to be made within funding limits.

V. Liaison Responsibility

Martha Spiers will act as liaison from CVIM for the Project. Mark Sirois and Amy Council will act as liaisons from the County for the Project.

VI. Special Requirements

- A. Law and Regulations. The County and CVIM agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- C. Indemnification. CVIM shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of CVIM, its subcontractors, agents, or employees. CVIM agrees to indemnify, hold harmless and defend County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CVIM or the CVIM's employees, subcontractors, or agents; or (2) CVIM's breach of any term or condition of this Agreement including, but not limited to, any claim by the Contractor for amounts due and owing to complete construction of the Project. However, neither CVIM nor any attorney engaged by CVIM shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall CVIM settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- D. Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- 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 records and documents shall be retained for a period of ten (10) years after Project completion 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.
- F. 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 CVIM which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project.
- H. Conflict of Interest. No officer, employee, or agent of CVIM or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in

connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the parties shall take appropriate steps to assure compliance. The parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.

- I. Insurance. CVIM will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all Project property. CVIM will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, CVIM shall be required to maintain flood insurance. CVIM shall, at the CVIM's expense, keep in effect during the term of this Agreement the following insurance coverage: 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 Agreement. Each party agrees to maintain insurance, 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 30.270.
- J. Nondiscrimination. CVIM and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, familial status, or the presence of any mental or physical disability. These requirements are primarily specified in ORS Chapter 659A; 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; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- K. Handicapped Accessibility. CVIM agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- L. Nonsubstituting for Local Funding. The CDBG Funds made available under this Agreement shall not be utilized by CVIM to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- M. Evaluation. CVIM agrees to participate with the County in any evaluation Project or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- N. Audits and Inspections. CVIM will ensure that the County, 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.

- O. Acquisition. If completion of the Project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- P. Change of Use. CVIM agrees to comply with applicable change of use provisions contained in 24 CFR 570.505.
- Q. Reversion of Assets. Upon expiration or termination of this Agreement, CVIM shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. For any real property under CVIM control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, CVIM shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in 24 CFR 570.208 for the term of this Agreement; or
 - 2. Not used to meet on the National Objectives for the term of this Agreement, in which event CVIM shall pay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VII. Additional Terms and Conditions

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The CDBG grant will closeout twenty (20) years from completion of the Project.
- C. The term of this Agreement is a period beginning when it becomes effective and ending twenty (20) years after the CDBG closeout.
- D. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Mutual agreement by the County and CVIM;
 - 2. Either the County or CVIM 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - 3. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable

administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project or performance under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.

4. Upon termination of this Agreement, any unexpended CDBG Funds shall remain with the County.
 5. If this Agreement is terminated by the County due to a breach by CVIM, then the County shall have any remedy available to it in law or equity.
- E. **Compliance and Further Assurances.** CVIM shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. CVIM agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary for County to comply with applicable Federal requirements. All terms and conditions required under applicable federal law regarding CDBG or use of CDBG Funds are hereby incorporated by this reference herein.
- F. **Integration.** This Agreement contains the entire agreement between CVIM and the County and supersedes all prior written or oral discussions.
- G. **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.
- H. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CVIM that arises from or relates to this Agreement 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. In no event shall this section be construed as a waiver by the County 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. CVIM, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- I. **Waiver.** CVIM and County 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.
- J. **Survival.** All provisions in Article II, Article III, Article IV, Article VI, Sections (B), (C), (D), (E), (F), (G), (N), (O), (P), and (Q), and Article VII, Sections (B), (D), (E), (F), (G),

- (H), (I), (J), (K), (M), and (O), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- K. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- L. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- M. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- N. **Force Majeure.** Neither CVIM nor County shall be held responsible for delay or default caused by events outside of the CVIM or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CVIM shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- O. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses

[Signature Page Follows]

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

CLACKAMAS VOLUNTEERS IN MEDICINE

700 Molalla Avenue
Oregon City, Oregon 97045



Martha Spiers, Executive Director

9/23/21

Date

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

Clackamas County,

Tootie Smith, Chair

Date

COUNTY COUNSEL



Andrew Naylor
Approved to Form

09/27/2021

Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT
 ANNUAL PERFORMANCE REPORT
 FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: CVIM Health Clinic HVAC System Upgrade Project (#)

Note: Need data from June 30, 2020 through July 1, 2021

| Total Number Assisted (H or P) | Total of Columns C, D, and E | Income Categories | | | Female Headed Households |
|--------------------------------|------------------------------|---------------------|----------------------|----------------------|--------------------------|
| | | Low/Mod (80% - 51%) | Very Low (50% - 30%) | Extremely Low (<30%) | |
| (A) | (B) | (C) | (D) | (E) | (F) |
| | | | | | |

Females: _____

Males: _____

Persons with Disabilities: _____

| | | Race Categories | |
|------|---|-----------------|------------|
| | | Total # | # Hispanic |
| | | (G) | (H) |
| (1) | White: | | |
| (2) | Black/African American: | | |
| (3) | Asian: | | |
| (4) | American Indian/Alaskan Native: | | |
| (5) | Native Hawaiian/Other Pacific Islander: | | |
| (6) | American Indian/Alaskan Native & White: | | |
| (7) | Asian & White: | | |
| (8) | Black/African American & White: | | |
| (9) | Am. Indian/Alaskan Native & Black/African Am: | | |
| (10) | Other Multi-Racial: | | |

Signature

Date

Organization

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

ATTACHMENT B

Insert signed lease here



19600 Molalla Avenue | Oregon City, OR | 97045-7998
503-594-6000 | www.clackamas.edu
Education That Works

September 22, 2021

To Whom It May Concern:

Clackamas Community College (CCC) has been working closely with Clackamas Volunteers in Medicine (CVIM) to establish a lease agreement for CVIM to operate a free and low cost health care clinic on our Oregon City campus. We view the CVIM partnership as a great resource to our students and the broader community. CCC is interested in having a long term 20-year relationship with CVIM.

Kind Regards,

A handwritten signature in black ink that reads "Tim Cook".

Tim Cook
President

**CLACKAMAS COMMUNITY COLLEGE
AND
CLACKAMAS VOLUNTEERS IN MEDICINE (CVIM)**

CLAIRMONT HALL FACILITY LEASE

This FACILITY LEASE (this "Lease") is made and entered into on October 1, 2021 (the "Effective Date"), by and between Clackamas Community College ("Landlord"), and Clackamas Volunteers In Medicine (CVIM) ("Tenant") (collectively, the "Parties").

This Lease is made pursuant to ORS 271.310, as amended, which authorizes units of local government to enter into lease agreements for real property not needed for public use, or when the public interest may be furthered by entering into such a lease agreement.

RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of that real property and related improvements commonly known as the Clairmont Hall ("Building"), as more particularly described in attached Exhibit A, together with any and all rights, privileges, easements, and appurtenances thereto (the "Premises").

B. Tenant intends to occupy the Premises for the purpose of operating a community Health and Wellness Center within the Premises, as specified in Exhibit B and Exhibit C.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

ARTICLE 1

Premises

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein.

ARTICLE 2

Lease Term

Initial Term. Starting on the Commencement Date, the Premises will be leased for a term of ten (10) years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease. “Commencement Date” shall be defined as the day upon which: (i) Tenant has obtained all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of improvements on the premises, and (ii) the date Landlord delivers the Premises to Tenant in the condition required herein. References in this Lease to “Term” shall be deemed to mean the applicable term or extension period, as provided below.

2.1 Extended Terms. The term of this Lease may be extended for an additional term not to exceed ten (10) years (“First Extension”). This First Extension shall only become effective with the mutual consent of both Parties which shall be reduced to writing and duly executed by both parties. The term of this Lease will be extended through the mutually agreed upon expiration date of the First Extended Term on the same terms and conditions as contained in this Lease.

2.2 Early Termination. Notwithstanding anything in this Lease to the contrary, the parties shall have the right to terminate this Lease within the time periods and solely for the reasons set forth below:

2.2.1 Tenant Failure to Pay Rent. Landlord may terminate this lease for Tenant’s failure to pay rent as provided in this Lease when such failure continues and is not remedied within thirty (30) days after written notice thereof is given to Tenant by Landlord.

2.2.2 Tenant Default. Landlord may terminate this Lease for any Default, subject to any applicable notice and cure period, other than the failure to pay rent, as provided in Article 13 of this Lease.

2.2.3 Termination by Mutual Consent. This Lease may otherwise be terminated with the mutual written consent of both Parties, provided that the Lease shall not terminate until at least one hundred eighty (180) days following written notice from the Party proposing such termination requesting such termination.

2.2.4 Termination for Casualty. This Lease may otherwise be terminated in the event of fire or other casualty as outlined in Article 11.1.

ARTICLE 3

Rent

3.1 Rent for Initial Term. Tenant shall pay rent to Landlord during the Initial Term as provided in Exhibit B. References in this Lease to "Rent" shall be deemed to mean the rent for the applicable term or extension period, as provided below.

3.2 Rent For First Extension. If Tenant and Landlord agree to a First Extension The Rent for the First Extension, shall be negotiated and set forth as part of the mutually agreed upon extension.

3.3 Payment of Rent. Commencing on the Commencement Date, rent is payable in advance on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease, provided, however, that Rent shall be abated in full for the first six (6) months following the Commencement Date. If the Commencement Date is a day other than the first day of a month, rent payable on the Commencement Date will be prorated based on the number of days that will elapse during that month after the Commencement Date. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at Clackamas Community College Accounts Receivable, Barlow Hall, 19600 Molalla Ave, Oregon City, Oregon 97045, or at another place that Landlord may designate by written notice to Tenant, and shall be payable in lawful money of the United States.

ARTICLE 4

Use and Maintenance

4.1 Permitted Use. Tenant will use and occupy the Premises during the Initial Term and any extensions to operate a community Health and Wellness Center within the Premises as specified in attached Exhibits. All provisions and covenants contained each in Exhibits are hereby incorporated by reference and shall become a part of this Lease as if fully set forth. Any conflict between this Lease and Exhibits shall be resolved first in favor of the Lease. ("Permitted Use").

4.2 No Waste. Tenant will not use the Premises in any manner that would constitute a public or private nuisance or waste.

4.3 Parking. During the Lease Term, Tenant and Tenant's clients shall have the right to use, at no additional cost to Tenant, unreserved parking spaces in the Building's parking lot.

ARTICLE 5

Improvements

Construction, Modification, and Demolition of Improvements.

5.1 Improvements by Tenant. Tenant shall not undertake the construction, modification, installation removal or demolition of any improvements on the Premises (“Alterations”) during the Term of this Lease, or any extension, without obtaining Landlord’s prior written consent per the means outlined in Article 20, which consent Landlord will not unreasonably withhold, condition or delay. Any such construction, modification, installation, removal or demolition of any improvements on the Premises shall be at Tenant’s sole cost and expense including Maintenance as described in Article 9. Tenant and Landlord agree that maintenance requirements shall be limited to modification and improvement brought about by Tenant and fully described in Exhibit “A”. Notwithstanding for foregoing, Tenant shall have the right to make minor, cosmetic, decorative or nonstructural Alterations to the Premises (collectively, “Cosmetic Alterations”) from time to time at its expense without the consent of Landlord, after providing Landlord with thirty (30) days written notice, so long as the same do not affect the structure of the Building or the operation of any of the Building systems, and the costs of such Cosmetic Alteration does not exceed \$5,000.00 in such instance.

5.2 Upon Landlord’s approval of any proposed Alterations, Tenant shall submit plans and specifications prepared for the construction of such Alterations. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of Alterations at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, and in compliance with all applicable laws.

During the course of construction for any Alterations, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to the amount expended for construction of the Alterations. The insurance policies described in this section shall name Landlord as an additional insured.

Upon completion of construction or any Alteration, Tenant shall, at its cost, obtain, to the extent applicable and required by law, an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

5.3 Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein and neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements or alterations. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within thirty (30) days of written notification to do

so by the Landlord , in addition to all other remedies available to the Landlord , the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with monthly Rent as additional reimburseable expenses to the Landlord by the Tenant.

5.4 Title to Improvements. Any Alteration in, on, or to the Premises made or installed by Tenant shall become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of the Lease Term, at which time title shall pass to Landlord under this Lease as if by a bill of sale. Tenant shall not be required to remove any Alteration upon the expiration or earlier termination of this Lease, but shall remove furnishings and equipment.

ARTICLE 6

Records

6.1 Retention of Records. Tenant shall retain all books, documents, papers and records that are directly pertinent to construction and Alterations made in or to the Premises for at least three (3) years after the termination or expiration of this Lease and all other pending matters are closed.

6.2 Record Examination by Landlord. Tenant shall allow Landlord, or any of its authorized representatives, to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement provided in Section 6.1.

ARTICLE 7

Insurance

7.1 Liability Insurance. Tenant, at its sole cost and expense, will maintain commercial general liability insurance covering the Premises, and the conduct or operation of its business, with limits of loss of at least \$2 million combined single-limit coverage for personal injury and property damage, \$3 million in the annual aggregate. The insurance policy must be primary to any insurance available to Landlord, and must name Landlord (Clackamas Community College, its elected officials, employees and agents) as Additional Insured under the General Liability section. Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A- VIII rating as Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon request.

7.2 Property Insurance. Tenant, at its sole cost and expense, will keep personal

property insurance providing coverage at least as broad as the current ISO Special Form (or comparable “all-risks” coverage reasonably satisfactory to Landlord) policies in an amount not less than the full insurable replacement cost of all of Tenant’s trade fixtures and other personal property within the Premises and including business income insurance covering at least nine months loss of income from Tenant’s business in the Premises.

7.3 Landlord’s Insurance. Landlord covenants and agrees that, during the Term, it shall obtain, at Landlord’s cost and expense, (i) all risk insurance against damage by fire or other casualty in an amount at least equal to the replacement cost of the Building as determined from time to time by Landlord, and (ii) commercial general liability insurance with minimum limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and in the general aggregate, for bodily injury, death and property damage liability, which may be carried under “blanket” and/or “umbrella” policies covering the Building and other properties.

ARTICLE 8

Release and Indemnification

8.1 Release. Tenant is and will be in exclusive control of the Premises and the improvements and except as caused by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors, Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or in the Premises, or Improvements or any injury or damage to the Premises or the improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of any improvements, or from defects in construction of improvements, latent or otherwise. Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages; provided, however that the release contained in this Section 8.1 shall not apply to claims resulting from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors, or from Landlord’s breach of its obligations under this Lease which Landlord has not cured within sixty (60) days after receipt of written notice of such breach from Tenant.

8.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, or employees, and subject to the tort limitations in the Oregon Tort Claims Act and the Oregon Constitution, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees) that may be imposed on or incurred by or asserted against Landlord arising out of:

- (a) Tenant’s occupation, use, or improvement of the Premises;

- (b) Any work or thing done in, on or about all or any part of the Premises or improvements by Tenant or any party other than Landlord;
- (c) Any act or omission of Tenant or any of its agents, volunteers, contractors, employees, patients, permittees, licensees, or invitees in any part of the Premises; or
- (d) Tenant's breach of its obligations hereunder.
- (e) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees) that may be imposed on or incurred by or asserted against Tenant by reason of any claim, suit or judgment brought by or on behalf of any person or persons for damage, loss or expense due to, but not limited to, personal or bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to the gross negligence or willful misconduct of the Landlord or Landlord's agents, employees or contractors.

ARTICLE 9

Repairs and Maintenance

9.1 Tenant Obligation. Except for Landlord's obligations set forth in Section 9.2 below, Tenant shall maintain, repair and replace the interior and nonstructural portion of the Premises and the improvements as outlined in Article 5 and fully described in Exhibit "B" and when needed so as to keep them in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work associated within the footprint of any Alterations made by Tenant.

9.2 Landlord Obligation.

- (a) Utilities. Landlord will furnish water, heat and air conditioning including maintenance, repair and replacement of all rooftop HVAC units and roof structure sewer and electricity to the Building and Premises at building standard levels. Landlord will not be responsible for providing utilities or services during regularly scheduled closures or closure due to inclement weather, emergency circumstances or other unforeseen interruptions. However, the parties acknowledge that Tenant is open during some holidays when Landlord is closed (e.g.: Veteran's Day, President's Day and MLK Day.) Tenant will seek approval from Landlord at least 30 days in advance for approval to remain open during those holidays, which approval shall not be unreasonably withheld by Landlord. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and

possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, provided, however, that if there is an interruption of utilities or services that results in Tenant's inability to reasonably use the Premises for more than five (5) consecutive business days, and such interruption is within Landlord's reasonable control to restore, then Rent shall be abated with respect to the affected portion of the Premises from the date of such interruption until such services have been restored. Landlord shall take all reasonable steps to correct any interruptions in service caused by defect in utility systems within Landlord's reasonable control. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Landlord shall have the exclusive right to choose the utility service providers to the Premises and may change providers at its discretion. Tenant shall cooperate with Landlord and the utility service providers at all times as reasonably necessary, and shall, allow Landlord and utility service providers reasonable access to the pipes, lines, feeders, risers, wiring, and any other machinery within the Premises. In an emergency situations Landlord may enter premises without advance written notification. Tenant shall not contract or engage any other utility provider without prior written approval of Landlord, which approval Landlord may withhold or condition in Landlord's reasonable discretion.

- (b) **Business Closure.** Tenant agrees to temporarily suspend its operations in the event that Landlord ceases business operations or is unable to continue its business due to inclement weather, emergency circumstances or other unforeseen interruptions. Landlord shall take all reasonable steps to reinstate business operations in a timely manner as soon as the emergency circumstances or other unforeseen interruptions have been resolved.

9.3 Internet and Phone Services. Landlord is under no obligation to provide Information Technology (IT) including internet and wifi or telephone services. Tenant may install such services within the Premises with Landlord's written consent, which consent will not be unreasonably withheld.

9.4 Janitorial Service. Tenant, at its sole expense, shall provide its own janitorial services to the Premises associated within the footprint of the improvements made by Tenant and shall maintain the Premises in a clean and safe condition as outlined in Article 5.

9.5 Disposal of Medical Waste. To the extent Tenant generates any medical waste including, without limitation, any "red bag" waste, needles and other medical "sharps", gloves, gauze, gowns and other disposables (collectively without limitation, "Medical Waste") (a) the collection of such Medical Waste and the storage, clean up, disposal and transport out of the applicable Facility of such Medical Waste shall occur at Tenant's sole cost and expense and in full compliance with all applicable local, state, provincial and federal laws (including, without limitation, all applicable ordinances, regulations, guidance and recommendations promulgated or set forth by any regulatory or advisory body, including, without limitation, by the federal Occupational Safety and Health Administration or any similar federal, provincial, state or local

body), (b) the collection of Medical Waste shall occur within the Health and Wellness Center services area and associated within the footprint of the improvements made by Tenant only and may not be stored at or transported through the common building areas except strictly as necessary to dispose of such Medical Waste and subject to the preceding clause (a), and (c) Medical Waste may in no event be added to or combined with any of Landlord's trash or trash bins, dumpsters or like receptacles.

9.6 Trash Removal. Trash generated in the ordinary course of business by Tenant shall be deposited in a dumpster designated by Landlord and the cost of this dumpster and removal of trash from the dumpster will be included in Rent. However, it shall be the sole responsibility of Tenant to segregate any and all hazardous and/or medical waste from the trash deposited in such dumpster and to have such hazardous and/or medical waste removed at its own cost and expense from the Leased Premises by a licensed contractor in accordance with all applicable laws as more fully detailed in Section 9.5 above.

9.7 Limited Assignment of Rights. Landlord assigns to Tenant, any rights that Landlord may have against any parties causing damage to the improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

ARTICLE 10

Signage

Tenant is permitted to install signage on the Premises and improvements, subject to Landlord's prior written approval as outlined in Article 20. Approval is Landlord's sole discretion, so long as Tenant complies with all applicable legal requirements and Landlord's policies.

ARTICLE 11

Damage and Destruction

11.1 Damage and Destruction. If the Premises and any modifications or improvements as outlined in Article 5 and associated within the footprint of the improvements made by Tenant are hereafter partially damaged or destroyed or rendered partially untenable (i.e., less than 30% of the Premises are damaged or untenable) for their use as authorized under the terms of this Lease, by fire or other casualty and such fire or other casualty is not caused directly or indirectly by the fault or negligence of Tenant, its agents, employees, contractors or invitees, Landlord shall, unless the Lease is terminated as provided below, promptly repair the same to substantially the condition which they were in immediately prior to the happening of such casualty (excluding stock in trade, fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment), and from the date of such casualty until the Premises are so repaired and restored, the monthly rent payments hereunder shall abate in such proportion as the part of said Premises thus destroyed or rendered untenable bears to the total Premises. Provided, however, Landlord shall not be obligated to expend for such repair or restoration an amount in excess of the insurance proceeds received by Landlord as a result of such damage. Landlord's obligation to rebuild is contingent upon its receipt of insurance proceeds sufficient to make such repairs. Notwithstanding the above, if the Premises or any material portion of the Project is wholly or substantially damaged

(i.e., more than 30% of the Premises and any modifications or improvements as outlined in Article 5 and associated within the footprint of the improvements made by Tenant are damaged or untenable), destroyed or rendered untenable for their accustomed use by fire or other casualty then Landlord shall have the right to terminate this Lease effective as of the date of such casualty by giving to Tenant, within ninety (90) days after the happening of such casualty, written notice of such termination. If such notice is given, this Lease shall terminate and provided Tenant is not in default hereunder, Landlord shall promptly repay to Tenant any rent theretofore paid in advance which was not earned at the date of such casualty. If said notice is not given and Landlord is required or elects to repair or restore the Premises as herein provided, then Tenant shall promptly repair or replace its stock in trade, fixtures, furnishings, furniture, carpeting, wall covering, floor covering, drapes and equipment to the same condition as they were in immediately prior to the casualty. If the Premises or any portion of the Project are damaged by fire or other casualty caused directly or indirectly by the fault or negligence of Tenant or its agents, employees, contractors, or invitees, the rent under this Lease will not abate and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises.

ARTICLE 12

Assignment and Subletting

12.1 Limitations on Transfers. Tenant shall not sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises or any respective part thereof (each a "Transfer") without the prior written consent of Landlord.. Landlord's consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease. Upon written request by Landlord, Tenant will promptly deliver to Landlord complete copies of any and all subleases.

ARTICLE 13

Default

The occurrence of any one or more of the following constitutes an event of default ("Default") under this Lease:

- (a) Failure by Tenant to pay rent when due and payable as provided under the terms of this Lease, and such failure shall continue for a period of five (5) business days following Landlord's written notice of same to Tenant;
- (b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease, and such failure continues and is not remedied within ten (10) days after written notice thereof is given to Tenant;
- (c) Failure by Tenant, whether by action or inaction, to comply with any other material term or condition, or fulfill any other material obligation under this Lease, and such failure continues and is not remedied within thirty (30) days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot reasonably be

cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within ninety (90) days after Landlord's notice is given to Tenant.

ARTICLE 14

Disputes

14.1 Mediation. Landlord and Tenant acknowledge that the use of mediation is the preferable method of resolving controversies and disputes. Landlord and Tenant each agree that all claims, controversies and disputes, between either of them, which arise out of or are related to this Lease or which relate to the interpretation of breach of this Lease (hereinafter collectively referred to as "Claims") may first be submitted to a mutually acceptable private mediation provider. The cost and expense of the mediators shall be shared equally by Landlord and Tenant. Failure to reach an accord through mediation shall not preclude the parties from pursuing their legal remedies thereafter. Both Parties acknowledge that in the event of a dispute, time is of the essence. Submittal to a mediation provider and the mediation process shall take place within thirty (30) days of notification of the disputed issues, should the Parties elect to use mediation.

14.2 Arbitration. All Claims arising out of, relating to, or involving this Lease, whether involving theories of tort, contract, or violation of statutory laws are subject to the following provisions:

(a) Except as to actions, suits, or proceedings commenced or maintained by persons not Parties hereto, any Party may elect to have any Claim be determined by binding arbitration. The election shall be made by written notice. Unless the Parties otherwise agree in writing, the arbitration shall be conducted in Clackamas County, Oregon before a single arbitrator and in accordance with the commercial arbitration rules of the Arbitration Service of Portland, Inc. If the Parties are unable to agree on an arbitrator within fourteen (14) days of an election to arbitrate, the arbitrator shall be appointed in accordance with the procedures set forth in ORS 36.405. The arbitrator shall issue an award within thirty (30) days of conclusion of the hearing. The award of the arbitrator shall be final and binding. Judgment on any arbitration award may be entered in any court of competent jurisdiction. If a Party elects to have any Claims determined by arbitration, any provisional remedy issued prior thereto may remain in effect until such time as an arbitrator is selected or appointed and has assumed to determine the Claim. Thereafter the arbitrator may issue, continue, or terminate provisional relief or may permit a Party to pursue provisional relief in court.

(b) All actions or suits by a Party shall be brought and maintained in Clackamas County, Oregon. Each Party consents to personal jurisdiction in Oregon and waives any right to seek a change of venue.

14.3 Equitable Remedies. Notwithstanding Sections 14.1 and 14.2, any Party may apply to any court having jurisdiction for the issuance of any provisional process or other remedy described in the Oregon Rules of Civil Procedure or corresponding federal remedies, including but not limited to a restraining order, attachment or appointment of receiver.

14.4 Attorneys' Fees. In the event suit, arbitration or action is instituted to interpret or enforce the terms of this Lease or to rescind this Lease, the substantially prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

ARTICLE 15

Remedies

15.1 Remedies. Upon the occurrence of Default and after the notice process provided in Article 14, Landlord may remedy the Default and demand reasonable reimbursement from Tenant.

15.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to make any payment required under this Lease, or (b) fails to perform any other obligation on its part to be made or performed under this Lease, then after ten (10) days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any Default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the Default, Landlord may, but is under no obligation to, (i) pay payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

15.3 No Waiver. No failure by the Parties to insist on the strict performance of this Lease or to exercise any right or remedy and no acceptance of full or partial rent during any such breach, constitutes a waiver.

ARTICLE 16

Sale by Landlord and Limitation of Landlord's Liability

16.1 Sale by Landlord. If the Landlord under this Lease, or any successor owner of the Premises, sells or conveys the same to another governmental entity or other party, provided that such successor has expressly assumed this Lease, the new owner shall assume the obligations of Landlord under this Lease, and all liabilities and obligations on the part of the original Landlord or the successor owner under this Lease accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding on the new owner. Tenant agrees to attorn to the new owner.

ARTICLE 17

SURRENDER AND HOLDOVER

17.1 Condition of Premises and Improvements. At the expiration or earlier termination of this Lease, Tenant shall (i) deliver each and every part of the Premises in good repair and condition, ordinary wear and tear and damage by fire or casualty or taking excepted (ii) remove furnishings and equipment.

17.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property (the "Tenant's Property"). Tenant shall repair any damage caused by the removal of any Tenant's Property. Tenant's obligations under this Article will be subject to the provisions of Article 15 relating to damage or destruction.

17.3 Holding Over. Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, at 110% percent of the rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either Party may thereafter terminate the tenancy at any time on thirty (30) days' advance written notice to the other Party.

ARTICLE 18

Condition of Premises

Tenant acknowledges that it has had the opportunity to examine the physical condition of the Premises (including whether the Premises contains any hazardous substances or fails to comply with any environmental laws) and as a result agrees to accept the Premises in "as-is" condition and agrees Landlord shall have no obligation to alter, repair or otherwise prepare the Premises for Tenant's occupancy.. Notwithstanding the foregoing, Landlord hereby represents and warrants that the Building, Premises and all related common areas, will, as of the Commencement Date, be in compliance with all federal, state and local laws, regulations, rules,

orders, statutes and ordinances of any governmental or private entity in effect on or after the Effective Date including, but not limited to the Americans with Disabilities Act and all federal, state and local environmental laws, regulations, rules, orders, statutes and ordinances in effect at the applicable vesting time of the component permits and all Building systems, security system, elevators, if any, restrooms and other Building components will comply with the applicable electrical, plumbing and fire/life safety code requirements and other applicable requirements. Landlord covenants that, to the best of their knowledge, the Building, Premises and all related common areas in general shall be delivered to Tenant, (i) water tight, (ii) free from any structural defects, (iii) free from any Hazardous Materials (including but not limited to asbestos, toxic mold, and PCB's); and (iv) with all equipment, elevators, if any, mechanical, life safety, security and other building systems, roof, roof system, foundation, walls, doors, plumbing, electrical, HVAC, communications, locks and hardware and other components serving the Premises in good working order.

ARTICLE 19

Quiet Enjoyment

Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however, to Landlord's reasonable right to enter the Premises pursuant to Section 15.2, above, and as provided elsewhere in this Lease.

ARTICLE 20

Notices

20.1 Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested or sent by email with electronic confirmation of receipt, and addressed as follows:

| | |
|-----------------|--|
| If to Landlord: | <u>Alissa Mahar</u> <u>Vice President of College Services</u> <u>Clackamas Community College</u> <u>19600 Molalla Ave</u> <u>Oregon City, OR 97045</u> |
| Email Address | <u>alissa.mahar@clackamas.edu</u> |
| With a copy to: | <u>Bob Cochran</u> <u>Dean of Campus Services</u> <u>Clackamas Community College</u> <u>19600 Molalla Ave</u> <u>Oregon City, OR 97045</u> |
| Email Address | <u>bobc@clackamas.edu</u> |

If to Tenant: Martha I. Spiers
Executive Director
Clackamas Volunteers in Medicine
PO Box 2592
Oregon City, OR 97045
Email Address: executivedirector@clackamasvim.org
With a copy to: Board Chair
Clackamas Volunteers in Medicine
PO Box 2592
Oregon City, OR 97045
Email Address: CVIMboardchair@clackamasvim.org

ARTICLE 21

Reserved

ARTICLE 22

Miscellaneous

22.1 Advisory Group. Parties recognize that it is in the mutual best interest to meet to discuss issues or matters of mutual interest when necessary. A committee composed of members from Tenant and members from Landlord shall be formed to discuss such issues or matters of mutual interest when necessary. The committee will meet at a time and place mutually acceptable. Such meetings may be initiated by either Party.

22.2 Survival. All terms and conditions or provisions (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

22.3 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

22.4 Force Majeure. If either Party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any applicable law or regulation (and not attributable to an act or omission of the Party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident; (c) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; war, civil disorder; (d) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (e) any other cause not reasonably within the Party's control, whether or not the cause is specifically mentioned in this Lease, the

Party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any payment of Rent) is so limited or prevented by the occurrence without liability of any kind.

22.3 Entire Agreement; Counterparts. This Lease contains the entire agreement between the Parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties per Article 20. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by email or fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

22.4 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

22.5 Binding Effect; Authority. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns. Each Party warrants that the signatory is authorized to enter into this agreement and bind that Party.

22.6 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

22.7 Relationship of Parties and Application of Laws. At all times under this Lease, the Parties are acting as individual entities and are not establishing a business partnership. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, employer and employee, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship. Employees or contractors providing services to each respective Party shall remain employees or contractors of the Party who retained such employee or contractor services. Each Party is wholly and individually responsible for its own employees and contractors. Each Party agrees to pay all wages and benefits (including but not limited to any required insurance and workers compensation), payroll tax, and to apply all laws, regulations, and policies relating to employment obligations. Each Party agrees to abide by all applicable local, state, and federal law.

22.8 Tax Savings Agreement. Landlord acknowledges the Tenant is applying for a tax exemption on the leased property, a 3280 square-foot space depicted in Exhibit A, under the provisions of ORS 307.166. In the event the application is favorably acted on and the tax exemption is granted for the term of this Lease, the Parties agree that any tax savings inure solely to the benefit of the Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.


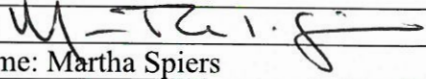
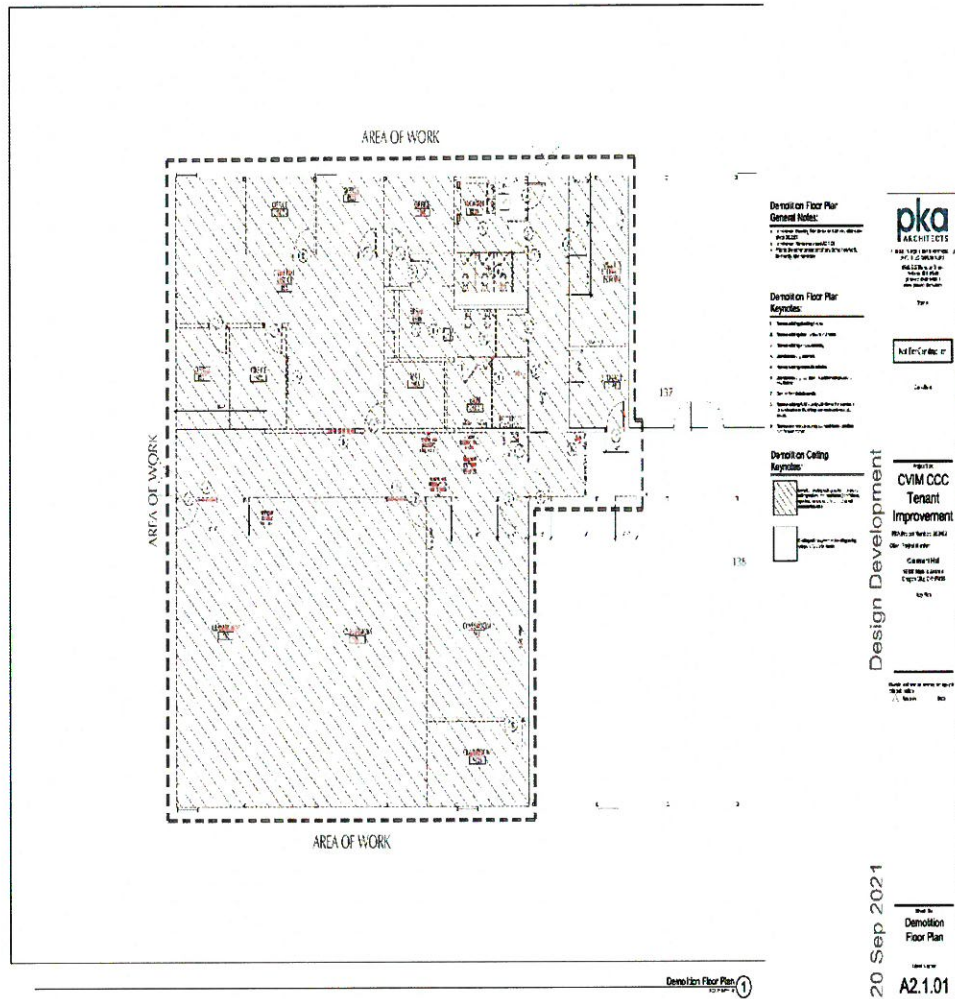
| | |
|---|--|
| LANDLORD: Clackamas Community College | Tenant: Clackamas Volunteers in Medicine |
| By:  9/23/2021 | By:  |
| Name: Alissa Mahar | Name: Martha Spiers |
| Title: VP of College Services | Title: Executive Director |

EXHIBIT A

Clairmont Hall Floor Plan CVIM Footprint



**EXHIBIT B
TENANT RENT AND USE OF PREMISES**

- a. -Tenant shall operate a Community Wellness Center in Clairmont Hall in the areas highlighted in Exhibit “A”.
- b. Tenant operates the Community Wellness Center on a year round basis, including during breaks when classes are not in session, following the normal operational hours of the College. Requests for expanded days and hours must be approved by College and the requests by Tenant must be made at least thirty (30) days in advance of the effective date. Upon Tenant’s request to Landlord to expand its operational hours and days at the Premises, Landlord and Tenant shall cooperate and work together diligently and in good faith to establish and approve expanded operational hours for Tenant’s operation of the Community Wellness Center at the Premises beyond the College’s normal operational hours. The Health and Wellness Center shall close at any time the College closes due to inclement weather or emergency situation. Tenant shall use its best efforts to operate the Health and Wellness Center so as outlined and set forth in Exhibit “C”.
- c. Reports. Tenant shall maintain reports of services provided for each college term services are provided, including number of students served and type of service provided.. Reports will be submitted annually or on request with thirty (30) days’ notice.
- d. Rent. Tenant agrees to pay Landlord monthly rent as follows:

Initial Term

| | |
|-----------------------|---------|
| Month 1 - Month 12 | \$1,640 |
| Month 12 - Month 24 | \$1,689 |
| Month 25 - Month 36 | \$1,740 |
| Month 37 - Month 48 | \$1,792 |
| Month 49 - Month 60 | \$1,846 |
| Month 61 - Month 72 | \$1,901 |
| Month 73 - Month 84 | \$1,958 |
| Month 85 - Month 96 | \$2,016 |
| Month 97 - Month 108 | \$2,076 |
| Month 109 - Month 120 | \$2,138 |

Exhibit C

DESCRIPTION OF SERVICES AND HOURS OF OPERATION

- A. **Services:** Clackamas Volunteers in Medicine (CVIM) provides primary, rehabilitative, mental health and vision care services to eligible patients in an outpatient, ambulatory clinic setting. In the service of our mission, CVIM provides laboratory services, health and nutritional classes, and plans to develop a charity pharmacy. CVIM does not dispense controlled substances as a part of its pharmacy or dispensing service. No controlled substances are kept on the premises. CVIM will receive approval from the Landlord if it wants to expand services beyond what is included above, including work provided by others through agreements/relationships with CVIM. CVIM will work through the Landlord's Events and Conference Services when seeking approval to hold events outside of the building leased space.
- B. **Days/Hours of Operation:** In general, CVIM is open from 8am – 5pm from Monday through Friday. Currently CVIM operates a clinic on Thursday evenings until 9pm. These hours are subject to change with approval from the Landlord. Upon Tenant's request to Landlord to expand its operational hours and days at the Premises, Landlord and Tenant shall cooperate and work together diligently and in good faith to establish and approve expanded operational hours for Tenant's operation of the Community Wellness Center at the Premises beyond the College's normal operational hours.

ATTACHMENT C

CDBG Project Match Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the MACC HVAC System Upgrade Project:

FY 2020-2021 CDBG Funds: **\$ 66,400** maximum

SOURCES OF LOCAL MATCH:
 Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)

| | | |
|--|----|--|
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)

| | | |
|--|----|--|
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

Private (including recipient) Funding

| | | |
|-------------------------|----|--|
| Fund Raising/Cash | \$ | |
| Loans | \$ | |
| Building Value or Lease | \$ | |
| Donated Goods | \$ | |
| New Staff Salaries | \$ | |
| Volunteers (\$15/hr) | \$ | |
| Volunteer Medical/Legal | \$ | |
| Other | \$ | |

Prepared By:
 (Print name)

Signature

Date

October 21, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to accept funding from Health Resources and Services Administration (HRSA) for American Rescue Plan (APR) – Health Center Construction and Capital Investment. Funding agreement is for \$700,134.

No County General Funds are involved.

| | |
|--|---|
| Purpose/Outcomes | One-time supplemental funding for a 3-year period offered to health centers funded under the Health Center Program to: support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure. Health Centers Division intends to utilize funds on the equipment costs of the new Sandy Health Center. |
| Dollar Amount and Fiscal Impact | The maximum agreement value is \$700,134. No County General Funds are involved. No matching funds required. |
| Funding Source | Health Resources and Services Administration (HRSA) |
| Duration | Effective September 15, 2021 and terminates on September 14, 2024 |
| Previous Board Action | August 12, 2021 A.7: Approval to Apply |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Improve community safety and health 2. Ensure safe, healthy and secure communities by investing funds to expand integrated healthcare to the citizen of Clackamas County |
| Counsel Review | <ol style="list-style-type: none"> 1. 09/27/21 2. KR |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant award. |
| Contact Person | Deborah Cockrell, Health Centers Division Director – 503-742-5495 |
| Contract No. | 10378 |

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to accept funding from Health Resources

Healthy Families. Strong Communities.

and Services Administration (HRSA). The funding was offered to Health Centers based on its status as an FQHC. Health Centers is requesting permission to accept award 1 C8ECS43624-01-00. HRSA determined the amount of funding based on the following formula: (1) \$500,000, plus (2) \$11 per patient reported on the 2019 Uniform Data System (UDS). Health Centers will focus these dollars on the equipment costs associated with the construction of the new integrated Sandy Health Center in Sandy, OR.

The award has a maximum value of \$700,134. It is effective September 15, 2021 and terminates on September 14, 2024.

RECOMMENDATION:

Staff recommends the Board approval.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services



Recipient Information

- 1. Recipient Name**
CLACKAMAS, COUNTY OF
2051 Kaen Rd Ste 367
Oregon City, OR 97045-4035
- 2. Congressional District of Recipient**
05
- 3. Payment System Identifier (ID)**
1936002286A4
- 4. Employer Identification Number (EIN)**
936002286
- 5. Data Universal Numbering System (DUNS)**
096992656
- 6. Recipient's Unique Entity Identifier**
- 7. Project Director or Principal Investigator**
Sarah Jacobson
sjacobson@co.clackamas.or.us
(503)742-5303
- 8. Authorized Official**
Deborah Cockrell
FQHC Director
DCockrell@co.clackamas.or.us
(503)742-5495

Federal Agency Information

- 9. Awarding Agency Contact Information**
LaToya Ferguson
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
LFerguson@hrsa.gov
(301) 443-1440
- 10. Program Official Contact Information**
William R Hemmingson
Architect / Team Lead
Bureau of Primary Health Care (BPHC)
whemmingson@hrsa.gov
(301) 443-2396

Federal Award Information

- 11. Award Number**
1 C8ECS43624-01-00
- 12. Unique Federal Award Identification Number (FAIN)**
C8E43624
- 13. Statutory Authority**
American Rescue Plan Act (P.L. 117-2)
- 14. Federal Award Project Title**
Health Center Infrastructure Support
- 15. Assistance Listing Number**
93.526
- 16. Assistance Listing Program Title**
FIP Verification
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

| | |
|---|--------------|
| 19. Budget Period Start Date 09/15/2021 - End Date 09/14/2024 | |
| 20. Total Amount of Federal Funds Obligated by this Action | \$700,134.00 |
| 20a. Direct Cost Amount | |
| 20b. Indirect Cost Amount | |
| 21. Authorized Carryover | \$0.00 |
| 22. Offset | \$0.00 |
| 23. Total Amount of Federal Funds Obligated this budget period | \$700,134.00 |
| 24. Total Approved Cost Sharing or Matching, where applicable | \$0.00 |
| 25. Total Federal and Non-Federal Approved this Budget Period | \$700,134.00 |
| 26. Project Period Start Date 09/15/2021 - End Date 09/14/2024 | |
| 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period | \$700,134.00 |

- 28. Authorized Treatment of Program Income**
Addition
- 29. Grants Management Officer – Signature**
Tammy Ponton on 09/01/2021

30. Remarks



Notice of Award
Award Number: 1 C8ECS43624-01-00
Federal Award Date: 09/01/2021

Bureau of Primary Health Care (BPHC)

31. APPROVED BUDGET: (Excludes Direct Assistance)

Grant Funds Only
 Total project costs including grant funds and all other financial participation

| | |
|--|--------------|
| a. Salaries and Wages: | \$0.00 |
| b. Fringe Benefits: | \$0.00 |
| c. Total Personnel Costs: | \$0.00 |
| d. Consultant Costs: | \$0.00 |
| e. Equipment: | \$700,134.00 |
| f. Supplies: | \$0.00 |
| g. Travel: | \$0.00 |
| h. Construction/Alteration and Renovation: | \$0.00 |
| i. Other: | \$0.00 |
| j. Consortium/Contractual Costs: | \$0.00 |
| k. Trainee Related Expenses: | \$0.00 |
| l. Trainee Stipends: | \$0.00 |
| m. Trainee Tuition and Fees: | \$0.00 |
| n. Trainee Travel: | \$0.00 |
| o. TOTAL DIRECT COSTS: | \$700,134.00 |
| p. INDIRECT COSTS (Rate: % of S&W/TADC): | \$0.00 |
| q. TOTAL APPROVED BUDGET: | \$700,134.00 |
| i. Less Non-Federal Share: | \$0.00 |
| ii. Federal Share: | \$700,134.00 |

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

| | |
|---|--------------|
| a. Authorized Financial Assistance This Period | \$700,134.00 |
| b. Less Unobligated Balance from Prior Budget Periods | |
| i. Additional Authority | \$0.00 |
| ii. Offset | \$0.00 |
| c. Unawarded Balance of Current Year's Funds | \$0.00 |
| d. Less Cumulative Prior Award(s) This Budget Period | \$0.00 |
| e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | \$700,134.00 |

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

| FY-CAN | CFDA | DOCUMENT NUMBER | AMT. FIN. ASST. | AMT. DIR. ASST. | SUB PROGRAM CODE | SUB ACCOUNT CODE |
|--------------|--------|-----------------|-----------------|-----------------|------------------|------------------|
| 21 - 398A878 | 93.526 | 21C8ECS43624C6 | \$700,134.00 | \$0.00 | N/A | 21C8ECS43624C6 |

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

| YEAR | TOTAL COSTS |
|------|----------------|
| | Not applicable |

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

| | |
|--|--------|
| a. Amount of Direct Assistance | \$0.00 |
| b. Less Unawarded Balance of Current Year's Funds | \$0.00 |
| c. Less Cumulative Prior Award(s) This Budget Period | \$0.00 |
| d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION | \$0.00 |

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.11

37. BHCNIS#

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. On September 15, 2010, the United States Department of Justice published revised Americans with Disabilities Act (ADA) regulations in the Federal Register that update and amend some of the provisions in the original 1991 ADA regulations (see <http://www.ada.gov/>). These changes include revised accessibility standards, called the 2010 Standards for Accessible Design (2010 Standards), which establish minimum criteria for accessibility in design and construction (http://www.ada.gov/2010ADASTandards_index.htm).
2. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
3. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Health Center Construction and Capital Improvements (ARP-Capital) funding opportunity (HRSA-21-114) has been selected for funding. This funding opportunity is authorized by Section 2601 of the American Rescue Plan Act of 2021 (P.L. 117-2) and section 330 of the Public Health Service Act (42 U.S.C. 254b), and is to support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure.
4. The award recipient must submit an annual Federal Financial Report with expense date for each consecutive twelve (12) month budget period. This report is submitted through the Payment Management System (PMS).
5. Each budget has a Federal Percentage Share based upon the award amount and the total allowable costs. Grant funds can only be drawn down from the Payment Management System (PMS) as allowable costs are incurred. Unless otherwise authorized, draw down should be done in the same proportion as the grant is to total project costs in the approved budget. For example, for a project with a total allowable cost of \$100,000, and a federal contribution of \$75,000, the federal share is 75 percent. If \$100 in allowable costs are incurred, then \$75 of grant funds would be drawn down from PMS to pay this incurred cost, while the other \$25 will be paid by other sources of funds. The draw down percentage may be re-evaluated based on any modifications to the project that have been received from the grantee and approved by HRSA.
6. Applicants that are NOT required to file a Notice of Federal Interest, still acknowledge with the receipt of the Notice of Award that the Federal interest exists in real property and equipment and will be maintained in accordance with 45 CFR Part 75 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, or 45 CFR Part 75 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS, as applicable. The recipient shall maintain adequate documentation to track and protect the Federal Interest. For real property, adequate documentation will also include communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
7. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
8. The preferred method for accomplishing construction development is by soliciting for competitive bids and then selecting the lowest responsive and responsible bid (where the contractor has adequately responded to the terms, conditions, and specification of the bid and has the capability to satisfactorily perform the contract). However, some award recipients may wish to accomplish construction using their

own work force (force account). The award recipient must justify the use of force account by demonstrating that it would be more cost effective and that qualified personnel are available to accomplish the work. Consultation with the Project Officer is needed to determine if force account labor will be permitted.

9. If a Notice of Federal Interest (NFI) is required, HRSA's Federal interest is subordinate to all pre-existing mortgages or obligations recorded against the property. HRSA's Federal interest is also subordinate to loans and obligations identified in the application as sources of financing for the project. Future modifications and new mortgages and obligations will require prior approval.
10. Pre-award costs such as architect's and consultant's fees necessary to the planning and design of the project may be considered for funding as long as they are included in the application, are allowable costs, and were not incurred prior to January 31, 2020. It should be noted that such pre-award costs are undertaken at the applicant's risk and require prior approval. Consultation with the Project Officer is needed to determine if such costs will be permitted.
11. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
12. The award recipient does not have expanded authority under this program. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75. HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75, or the HHS Grants Policy Statement Prior-Approval Requirements, must be submitted in through the Electronic Handbook. Only responses to prior approval requests signed by the GMO and authorized under a Notice of Award are considered valid. Award recipients who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

HRSA requires award recipients to seek prior approval through the Electronic Handbook for: (a) all pre-award costs, (b) rebudgeting of funds between construction and nonconstruction work; (c) rebudgeting of project costs exceeding 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period; (d) changes in project scope, which occurs when the recipient proposes to change (or changes) the objectives, aims, or purposes identified in the approved application, including changing location, changing the approved design under a construction grant, eliminating a primary care delivery site, or making budget changes that cause a project to change substantially from that which was approved. Approval of a prior approval request may be conditioned by new terms and conditions that must be met and lifted from the Notice of Award prior to implementing work.

13. An award recipient may acquire a variety of commercially available goods or services in connection with a grant-supported project or program. Award recipients may use their own procurement procedures that reflect applicable state and local laws and regulations, as long as those procedures conform to the following applicable U.S. Department of Health and Human Services (HHS) regulations: HHS regulations at 45 Code of Federal Regulations (CFR) 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS. States must follow the requirements at Title 45 CFR 75. Generally, States must follow the same policies and procedures they use for procurements from non-Federal funds. Local and Tribal governments must follow the requirements at 45 CFR 75.
14. The award recipient will submit a Quarterly Progress Report for the approved project(s) into the HRSA Electronic Handbook (EHB) every three months until the project is completed.
15. Funds in this award are restricted and may not be drawn down until all program- and grant-specific conditions of the award have been met and lifted from the Notice of Award. The only exceptions to this restriction on drawdown are for limited pre-construction activities related to meeting one of these conditions, such as expenses for completing architectural and engineering plans, meeting licensing and permitting requirements, historic preservation consultation with the State Historic Preservation Office/Tribal Historic Preservation Office, and/or preparing the Environmental Assessment.
16. Although this NoA approves funds for the project(s) identified in the submitted application, HRSA may take action to withdraw the approval and funds for the project(s) if subsequent events lead HRSA to conclude that a project as originally proposed is ineligible or cannot be completed. Subsequent events could include, but are not limited to, non-compliance with the implementation of the project (such as excessive drawdown, improper procurement, conflicts of interests, etc.), significant changes to the location or physical scope of the project without prior approval, or the identification of previously undocumented environmental or historic preservation issues that lead the HRSA to conclude that the proposed project cannot be carried out consistent with the eligibility and program requirements. If this occurs, please contact the assigned Project Officer to discuss.
17. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code

can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**

You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.

18. New and/or improved space resulting from the funded project(s), may only be used for purposes consistent with Section 330 of the Public Health Service (PHS) Act (42 U.S.C. §254b). Use of improved space for other purposes inconsistent with the Health Center Program requires prior approval.
19. The availability of the ARP-Capital (C8E) funds for use through the 3-year period of performance is dependent on your continued status as a current Health Center Program (H80) award recipient.

Standard Term(s)

1. Your organization must comply with all HRSA [Standard Terms](#) unless otherwise specified on your Notice of Award.

Reporting Requirement(s)

1. Due Date: Within 90 Days of Project End Date

(190738-04) The award recipient must submit within 90 days after the project end date the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and if applicable the SF-428S (Supplemental Sheet). These documents must be completed using the Electronic Handbooks (EHBs). The award recipient is required to report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000. Records for equipment acquired with Federal funds shall be retained for three years after final disposal.

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).**

Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: Within 90 Days of Project End Date

(190738-04) Within 90 days of project completion, the award recipient must submit into HRSA's Electronic Handbook a final SF-424C budget page, budget justification, and equipment list (if applicable), with detailed line-item identification of both Federal and non-Federal (if applicable) funds, for the completed project.

4. Due Date: Within 90 Days of Project End Date

(190738-04) Within 90 days of project completion, the award recipient must scan and upload photographs, with brief descriptions, of the project prior to initiating work, during renovation/construction, and of the completed project, including exterior shots (front, rear of building), major rooms and examples of grant provided major equipment items, into the EHB for the approved project.

5. Due Date: Within 90 Days of Project End Date

(190738-04)

Within 90 days of project completion, the award recipient will submit documentation for the approved project certifying that the project have been completed in accordance with the previously provided certified documents and in accordance with all mandatory requirements imposed on federally-assisted projects by specific laws enacted by Congress, Presidential Executive Orders, or Departmental Policy, as well as all applicable program standards, State codes, and local codes and ordinances. Be certain to use the Project Completion Certificate template provided at <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development> when completing this requirement.

6. Due Date: Within 90 Days of Award Release Date

(190738-04)

It is expected that the award recipient will engage the services of an architect/engineer (A/E) to develop the pertinent construction documents as well as to administer the construction phase of the project(s). Accordingly, the award recipient will submit a statement attesting to the involvement of the A/E in the approved project. If the established deadline is not feasible, contact your Project Officer to request an extension. Be certain to use the Project Implementation Certificate template provided at <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development> when completing this requirement.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

| Name | Role | Email |
|------------------|------------------------------------|------------------------------|
| Sarah Jacobson | Point of Contact, Program Director | sjacobson@co.clackamas.or.us |
| Deborah Cockrell | Authorizing Official | dcockrell@co.clackamas.or.us |

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

October 21, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to a Subrecipient Agreement with ColumbiaCare Services, Inc. for Residential Treatment Services. Amendment extends the term of the Agreement three months to December 31, 2021, with no change to Agreement cost.

No County General funds involved.

| | |
|--|--|
| Purpose/Outcomes | To provide residential treatment services to Clackamas County clients. |
| Dollar Amount and Fiscal Impact | Amendment #02 does not change the value of the Agreement. The agreement maximum value remains \$1,508,000.00. |
| Funding Source | No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized. |
| Duration | Effective October 1, 2021 and terminates on December 31, 2021. |
| Previous Board Action | Agreement reviewed and approved December 3, 2020, Agenda Item 120320-A1 and Amendment #01 August 12, 2021, Agenda Item 081221-A1. Amendment #02 at Issues October 12, 2021 |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health services. |
| Counsel Review | Reviewed by Counsel September 28, 2021 Andrew Naylor |
| Procurement Review | Was this item reviewed by Procurement? No Not required for subrecipient agreements and amendments. |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305 |
| Agreement No. | 9391 (20-037) |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to a Subrecipient Agreement with ColumbiaCare Services, Inc. for residential treatment services to Clackamas County clients. ColumbiaCare provides these services at seven facilities in Clackamas County, and works collaboratively with the County on treatment planning, admission and discharge authorizations and referrals for clients to specialty behavioral health services.

ColumbiaCare Services, Inc. is a not-for-profit agency that works to promote the whole health and wellness of individuals and communities by developing progressing systems of behavioral health care facilities, housing and service programs in collaboration with providers of social, judicial, health care, and Veterans services.

Amendment #02, effective October 1, 2021 through December 31, 2021, extends the term of the Agreement to ensure no gap in services while a formal procurement process for these services is completed.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

Subrecipient Amendment

Subrecipient Agreement Number: 20-037 (BH 9391)

Board Order Number: N/A


Department/Division: H3S/Behavioral Health

Amendment No. 02

Subrecipient: ColumbiaCare Services, Inc.

Amendment Requested By: Mary Rumbaugh

Approved to Form:


Andrew Naylor
County Counsel

09/28/2021

Date

Changes: Scope of Service

Agreement Budget

Agreement Time

Other: Updates contacts

Justification for Amendment:

This Subrecipient Agreement provides residential treatment services.

This Amendment #2 is entered into between ColumbiaCare Services, Inc. ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on December 3, 2020. The purpose of this Amendment #2 is to extend the term of Agreement three (3) months through December 31, 2021 and updates financial reporting dates.

Compensation is unchanged by this Amendment #2.

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

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, the period of performance for this award shall be **July 1, 2019** to **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, the period of performance for this award shall be **July 1, 2019** to **December 31, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by October 10, 2021 for September 30, 2021 expenses.

TO READ:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **January 10, 2022 for December 31, 2021** expenses.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

COLUMBIACARE SERVICES, INC.

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Stacy Ferrell *9/23/21*

Authorized Signature

Date

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Stacy Ferrell, Executive Director
Name / Title (Printed)

Tootie Smith, Chair

Date

October 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Portland State University for Trauma Informed Care Training and Consultation. Maximum agreement value shall not exceed \$6,700.00. Funding through Behavioral Health fund balance.
No County General Funds involved.

| | |
|--|--|
| Purpose/Outcomes | Provides training and consultation to Behavioral Health staff and leadership for Trauma Informed Care Services. |
| Dollar Amount and Fiscal Impact | Maximum value of Agreement is \$6,700. |
| Funding Source | No County General Funds are involved. Fund balance being utilized. |
| Duration | Effective October 1, 2020 and terminates on June 30, 2022 |
| Previous Board Action | Issues October 12, 2021 |
| Counsel Review | Reviewed and approved February 9, 2021 Kathleen Rastetter |
| Procurement Review | Was this item reviewed by Procurement? No Procurement review not required for intergovernmental agreements. |
| Strategic Plan Alignment | Ensuring safe, healthy and secure communities through the provision of mental health and substance use services. |
| Contact Person | Mary Rumbaugh, Director Behavioral Health Division 503-742-5305 |
| Agreement No. | 9697 |

BACKGROUND:

The Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Intergovernmental Agreement (IGA) with Portland State University for the purpose of providing Division staff and leadership with training and consultation for Trauma Informed Care. Training and consultation are to ensure that services/interventions provided by the Behavioral Health Division align with the principles of the Trauma Informed Care approach.

This IGA, with a maximum value of \$6,700, is effective October 1, 2020 and terminates June 30, 2022. County Counsel reviewed and approved this Agreement February 9, 2021.

RECOMMENDATION:

Staff recommends Board approval of the Intergovernmental Agreement.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN

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

AND

PORTLAND STATE UNIVERSITY

PSU Contract #892271

AGREEMENT #9697

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Portland State University ("University"), a State of Oregon public University, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective October 1, 2020, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or **June 30, 2022**, whichever is sooner.
2. **Scope of Work.** The University agrees to provide the services further identified in the Scope of Work attached hereto as **Exhibit A** and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay University, from available and authorized funds, a sum not to exceed **six thousand seven hundred dollars (\$6,700.00)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the University shall submit monthly invoices for Work performed and shall include the total amount billed to date by the University prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to University following the County's review and approval of invoices submitted by University. University shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *University Representations and Warranties:* University represents and warrants to County that University has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of University enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to University that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

Portland State University – Intergovernmental Agreement - #9697

C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

A. Either the County or the University may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

B. Either the County or the University 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

C. The County or the University 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 is of the same nature as that waived.

D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.

E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the University, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the University agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the University or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the University has a right to control.

8. Insurance. The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. Notices; Contacts. Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the

device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Cleo Flynn, School of Social Work Regional Research Institute for Human Services will act as liaison for the County.

Contact Information:

Email: flynnkat@pdx.edu

Phone: 503-725-9618

Copy of Legal Notification ONLY: Ahrea Summers, Contracts Officer

Contact Information:

Email: contract@pdx.edu and ahrea@pdx.edu

- B. Mary Rumbaugh, Director, Behavioral Health Division will act as liaison for the University.

Contact Information:

Email: MaryRum@clackamas.us

Phone: 503-742-5305

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and University that arises from or relates to this Agreement 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. In no event shall this section be construed as a waiver by the County 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. University, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** University shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. University shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, University shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered the sole and exclusive property of the University. All training materials and handouts provided to the County under Exhibit A “Scope of Work” are the sole and exclusive intellectual property of University. Any and all assessment tools developed by University are the sole and exclusive property of the University. The work performed under this Agreement shall not be considered “work for hire” the University owns its documents, materials, working papers, handouts, internally developed resource materials and any other materials produced in connection with this Agreement. If County determines at a later date to engage University to produce specific “Work for Hire” materials for County, such materials shall be memorialized under an Amendment to this Agreement.
- F. **Hazard Communication.** University shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County’s request, University shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter as defined in Exhibit A – Scope of Work. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** University 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.
- M. **Subcontract and Assignment.** University shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. County’s consent to any subcontract shall not relieve University of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** University agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither University nor County shall be held responsible for delay or default caused by events outside of the University or County’s reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, University shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** University acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form, clearly marked, identified, or confirmed in writing as confidential, obtained by University or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County (“Confidential Information”). University agrees to hold Confidential Information in confidence, using at least the same degree of care that University uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, Confidential Information University is a State of Oregon institution of higher education, and as such is subject to State of Oregon Public Records Law, ORS 192.410-192.505.

Portland State University – Intergovernmental Agreement - #9697

U. **No Attorney Fees.** In the event any, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

This Agreement consists of ten (10) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A Scope of Work
- Exhibit B Compensation

[Signature page follows]

SIGNATURE PAGE

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

PORTLAND STATE UNIVERSITY

Ahrea Summers
C=US, E=ahrea@psu.edu,
O=Portland State University,
OU=Contracts Officer,
CN=Ahrea Summers
2021.02.25 15:33:44-08'00'

02/25/2021

Authorized Signature

Date

Ahrea Summers, Contracts Officer

COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Tootie Smith, Chair

Date

Approved as to form:



2/9/2021

County Counsel

Date

**EXHIBIT A
SCOPE OF WORK**

University agrees to:

1. Provide training and consultation to County staff regarding trauma informed care and best practices to implement at the health centers. Training to be scheduled as agreed upon by both parties.
2. Provide all training materials and handouts.
3. Provide on-site consulting regarding trauma informed care implementation in the clinics.

**EXHIBIT B
COMPENSATION**

1. Payment for all Work performed under this Agreement shall not exceed the total maximum sum of **\$6,700.00**. Compensation shall be based upon the following budget:

| | | |
|---|------------------------|---------|
| a. Trauma Informed Care 101 (Two sessions) | \$1,000 Flat Rate x 2= | \$2,000 |
| b. Trauma Informed Care 201 (Two sessions) | \$1,000 Flat Rate x 2= | \$2,000 |
| c. Increase training capacity consultation/ Train the Trainer pilot, up to eight (8) hours | \$150 per hour x 8= | \$1,200 |
| d. Consultation, up to ten (10) hours | \$150 per hour x 10= | \$1,500 |

2. University shall submit **itemized monthly invoices by the 10th day of the month** following the month Services were provided. The invoice shall include:

Agreement #9697,
Service details,
Date(s) of service,
Total amount due for all Services provided during the month, and
Total amount billed to date by University prior to the current invoice.

If University fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, University waives any rights to present such invoice thereafter and to receive payment therefor.

All invoices and supporting documentation shall be sent by email or mail to:

BHAP@clackamas.us

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

When submitting electronically, designate Multnomah County and Agreement #9697 in the subject of the email.

3. Payments shall be made to University, within thirty (30) days, following Clackamas' review and approval of invoices submitted by University. University shall not submit invoices for, and Clackamas will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before University performs Work subject to the amendment.



October 21, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Amend the Safe Routes to School (SRTS) Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT)
To construct a new crosswalk at SE Fuller Road and SE Causey Ave.

| | |
|--|---|
| Purpose/ Outcomes | Amend IGA No. 33116 to allow an additional seven months to construct the project. |
| Dollar Amount and Fiscal Impact | There is no fiscal impact associated with amending the project completion date. The original dollar amounts for the grant award are as follows: Total cost of the project is \$185,588. ODOT Grant award is \$148,470. 20% match of \$37,118 is required |
| Funding Source | The Road Fund is the funding source for the original 20% match. No funding modification is proposed. |
| Duration | Project development has been ongoing. Original project completion was anticipated to be February 18, 2022. Amended date is September 18, 2022. |
| Previous Board Action | -October 11, 2018 Business Meeting the Board authorized DTD to apply for the Safe Routes to School grant. -February 28, 2019 Business Meeting the Board authorized execution of IGA with ODOT for the grant award October 12, 2021 Discussion item at issues |
| Strategic Plan Alignment | -This project will help meet the goal to provide travelers safe roads that are in good condition. -This project aligns with the Performance Clackamas Goal that by 2026, 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities. |
| Counsel Review | This items was reviewed and approval by County Counsel 9/30/21, NB. |
| Procurement Review | 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This IGA amendment is to extend the project completion date. |
| Contact Person | Scott Hoelscher, Senior Planner-Multimodal Transportation - 742-4533 |

In 2018 the County was awarded a SRTS Infrastructure grant from ODOT to construct a new crosswalk serving Whitcomb Elementary School at intersection of SE Fuller Rd and SE Causey Ave. consisting of rectangular rapid flashing beacons (RRFB); center lane pedestrian refuge and ADA curb ramps. The project has been planned and designed. This summer the County prepared the construction bid package through the procurement department and advertised for construction bids on August 11, 2021. The County received one lone bid which was \$135,500.00 over the engineers estimate developed at the time of the grant award. Given the excessive bid amount, the County intends to rebid the project

again this fall. The rebidding process required DTD to amend the project completion date initially established with ODOT to be February 18, 2022. The County received approval from ODOT to change the project completion date to September 18, 2022, which will allow DTD to rebid the project. A change to the project completion date requires an IGA amendment.

RECOMMENDATION:

Staff respectfully requests the BCC to sign the attached Intergovernmental Agreement (IGA) amendment with ODOT to amend the project completion date.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher – Senior Planner – Multimodal Transportation

**AMENDMENT NUMBER 01
GRANT AGREEMENT
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
SE Fuller Rd and Causey Ave: Crosswalk Construction
Clackamas County**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Recipient," entered into on March 18, 2019.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended for an extension of time.

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.**

a. **Exhibit A, Table 1: Key Milestone 8, Page 13, which reads:**

| Key Milestone | Description | Estimated Due Date |
|---------------|---|--------------------|
| 8 | Project completion (Project must be completed within 5 years of agreement execution.) | 2/18/2022 |

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

| Key Milestone | Description | Estimated Due Date |
|---------------|---|--------------------|
| 8 | Project completion (Project must be completed within 5 years of agreement execution.) | 9/18/2022 |

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 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.

CLACKAMAS COUNTY, by and through its Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL (If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Scott Hoelscher
Senior Transportation Manager
150 Beaver Creek Road
Oregon City, Oregon 97045
(503) 742-4533
scotthoe@clackamas.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Public Transportation Division
Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
SRTS Program Manager

Date _____

ODOT Contact:

LeeAnne Fergason
SRTS Program Manager
555 13th Street NE
Salem, Oregon 97301
(503) 986-5805
leeanne.fergason@odot.state.or.us



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

October 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Clackamas County Signage on County Property Policy

| | |
|--|---|
| Purpose/Outcomes | Approval to establish a county signage on county property policy. |
| Dollar Amount and Fiscal Impact | No financial impact. |
| Funding Source | No additional funding is required. |
| Duration | Until updated for a future policy revision. |
| Previous Board Action | Not previously discussed with the Board. |
| County Counsel Review | Reviewed and approved by Policy Committee. |
| Strategic Plan Alignment | Supports the building of strong infrastructure and public trust through good government and safe and secure facilities. |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Facilities policy update and does not require Procurement review |
| Contact Person | Jeff Jorgensen, Director, Facilities Management, 971.221.8033 |

BACKGROUND:

This policy authorizes Facilities Management (FM) to administer, coordinate and ensure compliance and consistency in the exterior appearances of all county owned and leased property, including fleet, facilities, and other County issued property that may be visible to the public.

FM will continuously work with County Administration and departments to ensure the enforcement that no exterior displays of personal or group signs, symbols, and graphics are allowed on County owned, leased property, including fleet, facilities, and other county issued property that may be visible to the public.

When exterior signage questions arise, FM will work with the respective department director, managers and supervisors.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this policy.

Respectfully submitted,

Elizabeth Comfort
Director, Finance



| | |
|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | Administrative Policy |
| <input type="checkbox"/> | Operational Policy |

Clackamas County Policy

| | | | |
|-----------------------|----------------------------|----------------|----------|
| Name of Policy | Signage on County Property | Policy # | FM-2.101 |
| Policy Owner Name | Jeff Jorgensen | Effective Date | |
| Policy Owner Position | Facilities Manager | Approved Date | |

I. PURPOSE

The purpose of this policy is to maintain consistency in the exterior appearances of all county owned and leased property, including fleet, facilities, and other County issued property that may be visible to the public.

This policy is applied to all County employees, elected officials, interns, volunteers, and contractors.

II. AUTHORITY

ORS 203.035 authorizes the Board of County Commissioners to promulgate policies for the management and operation of Clackamas County Government.

III. GENERAL POLICY

Clackamas County prohibits the attachment to, or display of, personal or group signs, symbols, and graphics visible to the public on the exterior of county owned and leased property.

IV. DEFINITIONS

Display means any material that is in the form of a sign, symbol, graphic, publication, statement or message visible to the public from the exterior of county owned or leased property.

County Property means any owned or leased property including buildings, equipment, uniforms, and vehicles.

V. POLICY GUIDELINES

- Exterior displays of personal or group signs, symbols, and graphics are not allowed on county owned and leased property, including fleet, facilities, and other county issued property that may be visible to the public.
- Interior office, cubical and field workspace displays are allowed.
- Facilities Management is authorized to display signs on exterior facing windows and walls.
- Facilities Management must approve construction signage on County property.

VI. PROCESS AND PROCEDURES

Departments are responsible for ensuring that all individuals subject to this policy comply with this policy.

Questions related to the application or administration of this policy should be directed to the employee's supervisor, or Department Director, as appropriate.

VII. ACCESS TO POLICY

This policy will be shared with all covered persons via their work email, posted on the County's intranet site and in PowerDMS, and disseminated by supervisors and managers within their offices.

VIII. ADDENDA

None

###



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

October 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Clackamas County Identification and Access Badge Issuance Policy

| | |
|--|--|
| Purpose/Outcomes | Approval to establish the identification and access badge policy that establishes and communicates the County's policy for the issuance, manufacture and wearing of identification and access badges for all County employees, contractors and volunteers. |
| Dollar Amount and Fiscal Impact | No financial impact. The existing Facilities Management allocated budget and CCOM and CCSO budgets include all requirements listed within this new policy. |
| Funding Source | No additional funding is required. The current Facilities Management allocated costs covered by 744-15-1505-150503-44100 plus CCOM and CCSO budgets contain their respective ID/access badge funding requirements. |
| Duration | Until updated for a future policy revision. |
| Previous Board Action/Review | EPP 54, Identification Badge Policy was originally issued July 1, 2004 and revised December 1, 2005. This new policy replaces EEP 54. |
| County Counsel Review | Reviewed and approved by Policy Committee. |
| Strategic Plan Alignment | Supports the building of strong infrastructure and public trust through good government and safe and secure facilities. |
| Procurement Review | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Facilities policy update and does not require Procurement review |
| Contact Person | Jeff Jorgensen, Director, Facilities Management, 971.221.8033 |

BACKGROUND:

This policy replaces Employee Policy and Practice (EPP) 54 which was originally issued July 1, 2004 and was revised December 1, 2005. Since then, Facilities Management was assigned the duties, responsibilities and lead role of taking overall responsibility for the identification and access program in the County and working with CCOM, the Courthouse and the Sheriff's Office to maintain their sub-programs. The new Identification (ID) and Access Badge Policy updates security requirements and mandates that all County employees, contractors, and volunteers display and use their ID/Access Badge. This policy also discusses security and access control concerns, lost or stolen badges, and replacement, surrendering and use of temporary ID/access badges.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this policy.

Respectfully submitted,

Elizabeth Comfort
Director, Finance



| | |
|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | Administrative Policy |
| <input type="checkbox"/> | Operational Policy |

Clackamas County Policy

| | | | |
|-----------------------|--|----------------|----------|
| Name of Policy | Identification & Access Badge Issuance | Policy # | FM-2.102 |
| Policy Owner Name | Jeff Jorgensen | Effective Date | 3/08 |
| | | Revised Date | 7/21 |
| Policy Owner Position | Facilities Management Director | Approved Date | |
| Approved By | Gary Schmidt | Review Date | |

I. PURPOSE AND SCOPE

To communicate the policy and standards for using County-issued identification (ID)/Access Badges.

This policy applies to all County employees, contractors, and volunteers who are conducting business with/for the County or conducting County business in the community.

II. AUTHORITY

County Code 2.09.060 authorizes the County Administrator to draft administrative rules and implement operational policies.

III. GENERAL POLICY

All employees, contractors and volunteers will display the appropriate photo ID/Access Badge at all times while in any County facility.

IV. DEFINITIONS

All Building Access - County employees authorized to enter and perform work in various County facilities during and/or outside of normal working hours.

Secure Facilities - County facilities requiring a higher level of access control and security for the safety and protection of building tenants, visitors, contractors and the general public which includes the Courthouse Complex, Jail, various Sheriff's Office facilities, Justice Court, Central Communications (C-COM), Facilities Management (FM), Disaster Management (DM), Technology Services (TS) and Juvenile.

V. POLICY GUIDELINES

Facilities Management administers the ID/Access Badge policy. Only ID/Access Badges provided by Facilities Management or approved departments are authorized for use in meeting policy requirements. Other departments approved to issue badges are:

- Clackamas County Sheriff's Office Facilities and the County Courthouse
- C-COM

County Employees

ID Badges and Badgeholders for County Employees

- ID/Access Badge will include a photo of the employee; the employee's name or position; the department or division in which the employee works; and the assigned color for the building in which their office is located
- ID/Access Badges must be clearly visible with nothing covering the badge i.e. stickers, tape, other defacing of the badge, etc.
- ID /Access Badges shall be prominently worn using a break-away lanyard a clip-on badge reel, or clip-on badge holder. Safety concerns shall be considered when selecting what type of badge holder to use, i.e. working around rotating machinery, electrical equipment, etc.
- Non-breakaway lanyards are not allowed.

Use by Others

Employees shall not allow anyone else to use their ID/Access Badge for any reason.

Badges outside employee's worksite:

Employees should wear their ID/Access Badge when hosting or appearing at County functions or community events on County business.

When going to another County department or County building other than their main work location, employees shall check in with the reception desk at that building or department.

Safety Concerns

Employees who have safety and/or privacy concerns may choose to use their firstname; their first name and the first letter of their last name; or in departments where additional confidentiality concerns exist, an Elected Official or Department Director can approve to have no name, or "job title only" on the badge.

Employees should not allow other people to enter secured entrances (piggy backing) without a visible authorized County ID/Access Badge. (Note: Doors are typically unlocked for public meetings.)

New Employees

Departments with a new employee shall request an ID/Access Badge from Facilities Management with the submission of a Facilities Management Service Request. The department manager or designee is responsible for identifying and listing the authorized access level(s) for each new employee on the Facilities Management Service Request and for signing the Employee ID/Access Badge Request Form.

Temporary Badges

Each department building will be given a limited number of Temporary ID/Access Badges that could have limited access capability. The Temporary ID/Access Badge will be used by new employees who have not yet received their permanent ID/Access Badge. Each department shall use the Badge Check-Out Log to maintain control of their badges. All temporary badge logs will be audited by departments daily and annually by Facilities Management and must be kept and maintained for a minimum of three (3) years.

Departments shall request temporary badges from Facilities for short term contractors who will be on site for less than one work week.

Surrendering Badges

Employees shall surrender ID/Access Badge to their supervisor upon termination of employment, or when requested. Supervisors shall return the badge to Facilities.

Lost ID Badge

A lost ID/Access Badge shall be immediately reported to the employee's supervisor and Facilities Management.

Replacement Fee

Departments will be charged a replacement fee for ID/Access Badge requiring replacement due to loss, damage, transferring an employees to a new department, name changes, etc.

Contracted Employees

All contracted employees doing work at a County building will be issued a Contractor ID/ Access Badge (or a Contractor Photo ID/Access Badge) stating what their purpose is - i.e. Janitorial, Construction, etc.

A contractor badge does not normally have door access capability, but if required, door access capabilities can be granted to contractor badges. The contractor badge will state if the contractor needs an escort (red) or no escort (green). Any contractor requiring an escort (red badge) through the non public / secured area must be accompanied by a County employee.

Any contractor doing work in a County building(s) for longer than three (3) months and interacting with County employees on a regular basis may be issued a Contractor Photo ID/Access Badge with an expiration date.

Badge Check-Out Log must be maintained and filled out correctly with a copy of the contractor's state issued driver license or identification card attached. Any contractor badges issued by a department without a picture shall be audited by departments daily and annually by Facilities Management and must be kept and maintained for a minimum of three (3) years.

All Contractor Photo ID/Access Badges must be returned to the appropriate issuing department when the contracted work is completed and returned to Facilities Management.

Volunteers

All volunteers working in County buildings will be given a Volunteer ID/Access Badge or a Volunteer Photo ID/Access Badge clearly stating Volunteer's work.

A volunteer badge does not have door access capability. If required, door access capabilities can be granted to volunteer badges. The volunteer badge will state if the volunteer needs an escort (red) or no escort (green) required. Any volunteer needing an escort (red badge) through the non public / secured area must be accompanied by a County employee.

Any volunteer doing work in a County building(s) for longer than three (3) months and interacting with County employees on a regular basis may be issued a Volunteer Photo ID/Access Badge.

The Badge Check-Out Log must be filled out correctly and a copy of the volunteer's state issued driver license or identification card shall be attached. All volunteer badge logs will be audited by departments daily and annually by Facilities Management and must be kept and maintained for a minimum of three (3) years.

All Volunteer ID/Access Badges and Volunteer Photo ID / Access Badges must be returned to the appropriate issuing department when the work is completed and returned to Facilities Management.

Other Types of Passes

All Building Access Pass

Individuals authorized to have an All Building Access ID / Access Badge must check in with the reception desk prior to going into the department or building.

All Building Access is authorized for those employees who in the course of normal duties of their position conduct business in numerous County buildings during and/or outside

normal working hours - i.e. Facilities Management, Technology Services, Mail Couriers, Clackamas County Commissioners, etc. The programming of All Building Access ID/Access Badge does not mean that all doors are accessible. Door access is based on the job requirement to gain access to a particular facility or areas of a facility.

Secure Area Access Cards

Certain County facilities (Courthouse Complex, EOC, Jail, and Sheriff Facilities) require special security standards, and as a result most County ID/Access Badges will not allow access in to these facilities without following the security protocols in place for any person entering the building. These locations are designated as Secure Areas.

Employees with special work requirements for access to secure areas may obtain permission, after a criminal background check, etc., to bypass certain security measures.

Those employees working in these Secure Facilities have their own ID/Access Badges that are under the control of those administrators.

Inquiries in regards to access to a Secured Facilities shall be made to Facilities Management.

VI. PROCESS AND PROCEDURES

Detailed procedures and instructions to acquire badges are located on the County's Intranet

VII. ACCESS TO POLICY

This policy will be on the Intranet and in PowerDMS

VIII. ADDENDA

Facilities Management Service Request
Identification/Access Badge Check-out Log

###



October 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Funding Agreement between
Clackamas County and Regional Arts & Culture Council

| | |
|--|---|
| Purpose/Outcomes | Clackamas County is providing support to the Regional Arts & Culture Council (RACC) to promote access to arts and culture across the entire County. |
| Dollar Amount and Fiscal Impact | The agreement is for \$62,050 total dollars. |
| Funding Source | General Fund dollars approved by the BCC in the 2021-22 budget cycle. |
| Duration | Becomes effective upon all signatures and ends on June 30, 2022 |
| Strategic Plan Alignment | Grow a Vibrant Economy Honor, Utilize, Promote and Invest in our Natural Resources |
| Previous Board Action | The BCC approved the 2020-21 agreement in April 2020. |
| County Counsel Review | This Service Level Agreement has been reviewed and approved by A. Naylor on 09/21/21. |
| Procurement Review | No. Funding agreements are not reviewed by Procurement. |
| Contact Person | Nancy Bush x8893 |

BACKGROUND:

RACC will use funds to partially support training and capacity-building work for businesses, organizations, and entrepreneurs. Funding uses will also include arts education program in regional schools.

RECOMMENDATION:

Staff respectfully recommends approval of the Funding Agreement between Clackamas County and Regional Arts & Culture Council.

Sincerely,

Nancy Bush
Clackamas County Operations Officer

**FUNDING AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND REGIONAL ARTS & CULTURE COUNCIL**

THIS AGREEMENT (this "Agreement") is entered into and between **Clackamas County** ("County"), a political subdivision of the State of Oregon, and Regional Arts & Culture Council, dba **Regional Arts & Culture Council** ("RACC"), an Oregon non-profit, collectively referred to as the "Parties" and each a "Party."

RECITALS

Clackamas County desires to provide RACC funding to support arts and culture in Clackamas County, which was approved in the FY21/22 budget adopted by the Board of Commissioners on June 17, 2021.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire June 30, 2022.
2. **Scope of Work and Consideration.** County agrees to grant RACC a sum not to exceed \$62,050 for RACC to accomplish the work described in Exhibit A, attached hereto and incorporated herein ("Work").
3. **Payment.** County will grant funds in two payments. Following execution of the Agreement, and within thirty (30) days following receipt of a written letter requesting disbursement, County will disburse the first payment of \$31,025. County will disburse the second payment of \$31,025 no earlier than January 31, 2022.
4. **Representations and Warranties.**
 - A. *RACC Representations and Warranties:* RACC represents and warrants to County that RACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of RACC enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to RACC that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. **Termination.**
 - A. **Termination for Convenience.** Either the County or RACC may terminate this Agreement at any time prior to County distributing funds to RACC. After County has distributed funds to RACC, either Party may terminate this Agreement upon 120 days written notice to the other Party. In the event a party terminates this agreement under this Section 5 A, RACC shall immediately return all unspent funds to the County.
 - B. **Termination for Breach.** Either the County or RACC may terminate this Agreement in the

event of a breach of the Agreement by the other Party. 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for RACC's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring RACC to return all unspent funds and to repay County for any funds used by RACC in violation of this Agreement.

- C. Termination for Non-appropriation/Change in Law. Either Party may terminate this Agreement in the event either Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to perform under this Agreement. Additionally, either Party may terminate this Agreement if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited. In the event of termination under this Section 5 C, RACC shall immediately return all unspent funds to the County.
- D. Waiver. The County or RACC 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 is of the same nature as that waived.
- E. Reservation of Remedies. The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to termination. Each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

6. Indemnification.

- A. Subject to the Oregon Tort Claims Act and the Oregon Constitution, RACC agrees to indemnify, hold harmless and defend County and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of RACC or RACC employees, subcontractors, or agents. However, neither RACC nor any attorney engaged by RACC shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall RACC settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

7. Insurance.

- A. RACC agrees to furnish the County with evidence of commercial general liability

insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage. Such insurance shall name Clackamas County, and its officers, elected officials, agents, and employees as additional insureds.

B. RACC agrees to provide statutory workers' compensation insurance coverage for all subject workers it employs, as defined in ORS 656.027, and in compliance with ORS 656.017, unless the workers meet the requirement for an exemption under ORS 656.126(2). RACC agrees to furnish the County with evidence of this workers' compensation coverage.

8. Notices; Contacts. Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Clackamas County Operations Officer, or their designee will act as liaison for the County.

Nancy Bush
2051 Kaen Road
Oregon City, OR 97045
nbush@clackamas.us | (503) 655-8893

Executive Director or their designee will act as liaison for RACC.

Madison Cario
Executive Director, Regional Arts & Culture Council
411 NW Park Ave., Suite 101
Portland, Oregon 97209
mcario@racc.org | (503) 823-5111

9. General Provisions.

A. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of County and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and RACC that arises from or relates to this Agreement 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 County Court for the County of Oregon. In no event shall this section be construed as a waiver by the County 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. RACC, by execution of this Agreement, hereby consents to the in jurisdiction of the courts referenced in this section.

B. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations including, but not limited to, the requirement that use of the funds under this Agreement be used for purposes consistent with ORS Chapter 461 and other applicable law. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. Access to Records. RACC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. RACC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, RACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

E. Reserved.

F. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

G. 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.

H. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by

both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship
- K. No Third-Party Beneficiary.** RACC 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.
- L. Subcontract and Assignment.** RACC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve RACC of any of its duties or obligations under this Agreement.
- M. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. Survival.** All provisions in Sections 4, 6, and 9 (A), (C), (D), (E), (F), (G), (H), (I), (J), (K), (N), (Q), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. Time is of the Essence.** RACC agrees that time is of the essence in the performance of this Agreement.
- Q. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors
- R. Force Majeure.** Neither RACC nor County shall be held responsible for delay or default

caused by events outside of the RACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, RACC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

S. Confidentiality. RACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by RACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). RACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that RACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

T. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Regional Arts and Cultural Council

Chair, Board of County Commissioners

Madison Cario

Executive Director

Date _____

Date Sep 21, 2021

County Counsel Approves to form

LAST PAGE OF DOCUMENT IS
FULL SIGNED PAGE

County Counsel

Date _____

EXHIBIT A

SCOPE OF WORK

Background

The Regional Arts & Culture Council (RACC) mission is to support and promote access to arts and culture across the greater Portland Metropolitan area, including Clackamas County, by providing funding and services to artists and art organizations. RACC's mission: To enrich our communities through arts and culture. RACC connects artists and creatives to opportunity and access.

Guiding Principles

This Agreement holds the following statements as guiding principles for (RACC and Clackamas County (County):

- County's creative artists contribute to our collective strength, vitality, and community health.
- The arts are crucial to a complete education for all children, and integrating arts into our schools transforms learning, strengthens communities, and increases academic success.
- The synergy that takes place when organizations and individuals share resources leads to a thriving arts and culture environment.
- Creativity is the number one skill 72% of business leaders seek when hiring.

Use of Funds

RACC shall use the \$62,050 of General Fund budgeted in Clackamas County's FY 2021-22 Adopted Budget and granted under this Agreement for the following:

Monitoring. RACC agrees to allow access to conduct financial and performance audits for the purpose of monitoring in accordance with Generally Accepted Auditing Standards ("GAAS"). County, and its duly authorized representatives, shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RACC that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. RACC also agrees to provide reasonable access to RACC' employees for the purpose of monitoring. Audits may be performed onsite or offsite, at the County's discretion. If any audit or financial review finds that payments to RACC were in excess of the amount to which RACC was entitled, then RACC shall repay that amount to County.

Financial Management. RACC shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

Request for funding

Upon full signature of this agreement, RACC must request the first via a letter in order to process the first disbursement of \$31,025. The second \$31,025 must be requested no earlier than January 1, 2022 via a letter to the County Operations Officer.

Reporting

RACC shall provide quarterly reports to the Clackamas County Operations Officer. Quarterly reports

will include the following information:

- Reporting period
- How funds were spent
- If funding was used to support staff, provide name and position
- How did funding support the operations of RACC for the quarter

Quarterly reports are due by:

September 30, 2021

December 31, 2021

March 31, 2022

June 30, 2022 – This quarterly report should be in the form of an annual report and presented to the Board of County Commissioners on an agreed date.

caused by events outside of the RACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, RACC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

S. Confidentiality. RACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by RACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). RACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that RACC uses in maintaining the confidentiality of its own confidential information, and notto copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

T. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Regional Arts and Cultural Council

Chair, Board of County Commissioners

Executive Director

Date _____

Date sep 21, 2021

County Counsel Approves to form

County Counsel

Date 9/21/2021



October 7, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Contract with Baker & Taylor, LLC
Book and Digital Media Purchasing and Processing Services

| | |
|--|--|
| Purpose/Outcome | Approve a contract with Baker & Taylor LLC for library material and processing services for the Oak Lodge and Gladstone Libraries. |
| Dollar Amount and Fiscal Impact | Total contract value is \$795,000. |
| Funding Source | BCS - Oak Lodge and Gladstone Library District distributions, included in the FY21/22 budget for the Oak Lodge and Gladstone Libraries. |
| Duration | Contract Execution through June 30, 2024. |
| Previous Board Action/Review | None. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This contract provides library materials, which ensures the purpose of the Oak Lodge and Gladstone Library programs, which is to provide access to informational, recreational, community and cultural services to the Oak Lodge and Gladstone Library service areas and general public so they can develop into lifelong learners and readers, satisfy intellectual curiosity, and benefit from strengthened communities, can be met. 2. This contract provides library materials that support our community by providing access to reading and learning materials, which help ensure safe, healthy and secure communities. |
| Counsel Review | Review Date – 9/15/21 Counsel Initials: ARN |
| Procurement Review | Was this project processed through Procurement? Yes. |
| Contact Person | Mitzi Olson, BCS Library Manager, Oak Lodge and Gladstone Libraries (503) 655-8570 |
| Contract No. | 4638 |

Background:

Business and Community Services (BCS) Oak Lodge and Gladstone Libraries seek to enter into a contract with Baker & Taylor, LLC to take advantage of a pricing agreement for the purchase of library materials (print and audio-visual) at specified discounts, as well as specified rates for library material processing services.

The contract will also facilitate the implementation of the combined operational model contemplated by the October 2017 Settlement Agreement and November 2019 Intergovernmental Agreement between Clackamas County and the City of Gladstone. Under this model, the Oak Lodge and Gladstone Libraries will achieve operational efficiencies and economies of scale by combining and streamlining processes and procedures between the two libraries, including the ordering, receiving, and distribution of library materials, and the automated uploading of data into the Integrated Library System (ILS) used by both libraries.

Achieving these efficiencies involves coordination not only between the libraries and Baker & Taylor, but with the BCS – Library Support Services office (which administers the ILS) as well. Library Support Services staff have already made significant system customizations and configuration changes to support the combined operational model, based on the capabilities of the ILS, and the systems and data interchange formats used by Baker & Taylor. It would be an inefficient use of existing systems, and unfeasible for staff to make the necessary customizations and configuration changes necessary to accommodate the complex needs of the Oak Lodge and Gladstone libraries utilizing an alternate vendor.

Procurement Process:

Per LCRB Rule C-047-0288(15), the purchase of copyrighted materials are defined as a class special procurement, exempt from competitive bid or proposal requirements.

Recommendation:

Staff respectfully recommends that the Board approves and signs the contract with Baker & Taylor, LLC for Oak Lodge and Gladstone Library material and processing services.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman, Interim Director
Business & Community Services



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #4638**

This Goods and Services Contract (this “Contract”) is entered into between **Baker & Taylor, LLC** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of Business and Community Services for the purposes of providing **Book and Digital Media Purchasing and Processing Services**.

I. TERM

This Contract shall become effective upon the date of the last signature and shall remain in effect until **June 30, 2024**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in Contractor’s quote dated August 26, 2021 attached and hereby incorporated by reference as Exhibit “A.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A. Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Mitzi Olson.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **Two Hundred Sixty-Five Thousand Dollars (\$265,000)** and the total Contract compensation shall not exceed **Seven Hundred Ninety-Five Thousand Dollars (\$795,000)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: kwells@clackamas.us

4. CONTRACTOR AND COUNTY CONTACTS.

| | |
|---|---|
| Contractor | County |
| Administrator: Amy Whaley Phone: 800-775-7930 x3195 Email: Amy.Whaley@baker-taylor.com | Administrator: Kristina Wells Phone: 503-655-8596 Email: kwells@clackamas.us |

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.
10. **INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:
 - A. **COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, 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 this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. 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.

12. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, 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 Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, 31 and all other terms and conditions which by their context are intended to survive termination of this Contract.

16. 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 and 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.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount

equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) 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; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) 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 notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's

request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
24. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
25. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **COMPLIANCE.** 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: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such

services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- 31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

SIGNATURE PAGE FOLLOWS

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

Baker & Taylor, LLC
2550 West Tyvola Road Suite 300
Charlotte NC 28217

Stefanie
Kremer 
Digitally signed by
Stefanie Kremer
Date: 2021.09.21
09:51:48 -04'00'

Authorized Signature Date

Stefanie Kremer
Director, Pricing Services

Name / Title (Printed)

1092075-97
Oregon Business Registry #

FLLC / Delaware
Entity Type / State of Formation

Clackamas County

Chair Date

Recording Secretary

Approved as to Form:

Andrew
Naylor 
Digitally signed by
Andrew Naylor
Date: 2021.09.21
08:13:10 -07'00'

County Counsel Date

**EXHIBIT A
CONTRACTOR'S QUOTE**



August 26, 2021

Mitzi Olson, MLIS
Library Director
Clackamas County Library
16201 SE McLoughlin Blvd.
Oak Grove, OR 97267

Dear Ms. Olson:

Baker & Taylor is pleased to offer the following prices for our book and audiovisual processing services to the Clackamas County Library:

PRINT CATALOGING AND PROCESSING SERVICES

PRINT PROCESSING SERVICES.....\$2.69/UNIT

INCLUDES:

- MYLAR JACKETS TAPED
- SPINE LABEL ATTACHED
- STANDARD BARCODE LABEL FOR BOTH THE STANDARD AND THE THIN BARCODE
- THIN BARCODE LABEL ATTACHED
- LABEL PROTECTOR OVER EXPOSED SPINE LABELS AND BARCODE LABELS
- 1 CUSTOMER DESIGNED PROPERTY LABEL FOR EITHER OAK LODGE OR GLADSTONE
- BAKER & TAYLOR UNIVERSAL RFID
- GENRE LABEL
- 2 LUCKY DAY STICKERS

AUDIOVISUAL CATALOGING AND PROCESSING SERVICES

DVD

DIGITAL MEDIA PROCESSING PRICING FOR DVDS @\$5.16

BASE PRICE INCLUDES

- SHRINK WRAP REMOVAL @\$1.69
- BARCODE EMBEDDED @\$0.00
- SPINE LABEL @\$0.00
- SHOWCASE CASES @\$0.42
- HUB LABEL ON EVERY DISC @\$0.25
- 14 DAY LOAN LABEL EMBEDDED @\$0.15
- RATING LABEL APPLIED @\$0.25
- OWNERSHIP LABEL EMBEDDED @\$0.15
- DATE LABEL EMBEDDED @\$0.15
- STINGRAY RFID @\$1.50
- B&T UNIVERSAL RFID TAGS @\$0.15
- LINKING STINGRAY AND RFID @\$0.30

DISCLAIMER LABEL @\$.15
LUCKY DAY LABELS ON TWO ACCOUNTS @\$0.00

BLU-RAY

DIGITAL MEDIA PROCESSING PRICING FOR BLU-RAY @ \$5.31

BASE PRICE INCLUDES

SHRINK WRAP REMOVAL AND 2 LABELS IS @\$1.69
BARCODE EMBEDDED @\$0.00
SPINE LABEL EMBEDDED @\$0.00
SHOWCASE CASES @\$.42
HUB LABEL ON EVERY DISC @\$.25
14DAY LOAN LABEL EMBEDDED @\$.15
RATING LABEL APPLIED @\$.25
OWNERSHIP LABEL EMBEDDED @\$.15
DATE LABEL EMBEDDED @\$.15
STINGRAY RFID @\$1.50
B&T UNIVERSAL RFID TAGS @\$.15
LINKING STINGRAY AND RFID @\$.30
DISCLAIMER LABEL @\$.15
LUCKY DAY LABELS ON TWO ACCOUNTS @\$0.00
BLU-RAY LABEL @\$.15
SPLITTING THE COMBO PACKS @\$0.00

PRODUCT DISCOUNT TERMS AND CONDITIONS

We have outlined product discounts for print materials and audiovisual materials on the following pages. We have also included our Category Definitions for print materials and Book and AV Returns Policies for your review.

Shipping

Orders will be delivered FOB Destination, with Free Shipping from your primary service center.

Staff accounts (for personal use) are available; orders for these accounts will be taxed appropriately and will be invoiced for any shipping costs.

Invoicing

Invoices are generated with each shipment and will be sent directly to the ordering Library or billing entity as designated. Payment terms are net 30 days from the date of invoice.

Returns

Baker & Taylor will accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. The enclosed Baker & Taylor Returns Policy provides detailed information on credits and returns.

Customer Service/Online Support

Your Customer Service representative is available to assist with any questions or special requirements. Contact information is listed below:

Book or Spoken Word Audio Material

Andrea Turner
800-775-1200, ext. 2281
andrea.turner@baker-taylor.com

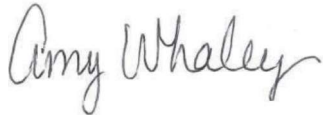
DVD/Blu-ray or Music CD

Jackie Stocker
800-775-2600, ext. 2162
jackie.stocker@baker-taylor.com

You may view the status of any order, at any time, online, via our Online Customer Support website. Online Customer Support (OCS) is available to Libraries via our website at <http://www.baker-taylor.com>. OCS is Baker & Taylor's free web-based account management system. OCS's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status, warehouse location, quantities and prices, and shipping details.

Thank you for your consideration of Baker & Taylor's services. If you have any questions with regard to the above quoted prices, please feel free to contact your Library Sales Consultant, **Andrew Becker**, at **(800) 775-7930, ext. 1232**.

Sincerely,

A handwritten signature in cursive script that reads "Amy Whaley".

Amy Whaley
Sr. Pricing Services Representative
Baker & Taylor, LLC
2810 Coliseum Centre Dr., Suite 300
Charlotte, NC 28217
800-775-7930, ext. 3206

DISCOUNT TERMS AND CONDITIONS OF SALE

Baker & Taylor, LLC

Discount Terms and Conditions of Sale (FIRM ORDER BOOK and SPOKEN WORD AUDIO)

Clackamas County Library

Baker & Taylor, LLC is pleased to offer the discount terms and conditions listed below. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

| Product Category | Category Definition (a) | Price Indicator | Discount |
|------------------|--|---|---|
| I. | Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio) | 0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books) | 45.5% |
| II. | Juvenile Trade Hardcover Editions | J | 45.5% |
| III. | Adult Quality Paperback Editions (Popular Fiction & Non-Fiction) | B - (Paperback Trade Editions) C - (Paperback Computer Books) | 40.5% |
| IV. | Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction) | G | 40.5% |
| V. | Mass Market Paperback Editions | P | 40.5% |
| VI. | Single Edition Reinforced (Juvenile) | R | 25.0% |
| VII. | Publisher's Library Edition (Juvenile) | Z | 25.0% |
| VIII. | University Press Trade Editions (may be of any binding and include some spoken word audio) | A | 10.0% |
| IX. | Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio) | S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles) | S = 5.0% X = 5.0% N = 0.0% (b) L = 5.0% (c)(d) 7 = 25.0% (d) M = 5.0% (c)(d) 1 = 25.0% (d) T = 0.0% U = 0.0% V = 0.0% W = 0.0% 4 = 5.0% Letter O = 5.0% 5 = 0.0% 6 = 0.0% 8 = 0.0% |
| X. | Imported English and Non-English Language Editions | F/K/3 | F = 0.0% K = 0.0% 3 = 0.0% |
| XI. | Enhanced Service Program | Y / Q | 0.0% (e) |
| XII. | Spoken Word Audio | H | 45.5% |
| XIII. | Board Books | I | 25.0% |
| XIV. | Novelty Items/Activity Books | I | 25.0% |
| XV. | Special Programs, such as: - Paw Prints and FollettBound Editions - Turtleback Editions - Playaway Audio Editions | D E All Playaway Audio editions | D = 0.0% E = 0.0% 24.0% |

- (a) Please see Baker & Taylor's Category Definitions for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For Paw Prints and Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor's Continuation Services or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Clackamas County Library

Please refer to the following Terms and Conditions of Sale for the discounts offered to the **Clackamas County Library** for **Audio Visual Material**.

| Media Type | Price Range | Discount off Current Producer's List Price |
|-------------------|--------------------|---|
| DVD/Blu-Ray | Any Price | 30.2%* |
| Music CD | Any Price | 27.6%* |

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturers Suggested Retail Price.

PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, AKA WALT DISNEY STUDIOS HOME ENTERTAINMENT (BVHE)

CATEGORY DEFINITIONS

- I. **Adult Trade Hardcover Editions (O, C)** (*may include some spoken word audio materials*)
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.
- II. **Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.
- III. **Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.
- IV. **Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.
- V. **Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.
- VI. **Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.
- VII. **Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.
- VIII. **University Press Trade Editions (A)** (*may include some spoken word audio materials*)
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.
- IX. **Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.
Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031
- X. **Imported English and Non-English Language Editions (F, K, 3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.
- XI. **Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.
- XII. **Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.
- XIII. **Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.
- XIV. **Novelty Items/Activity Books (I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.
- XV. **Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to Paw Prints, FollettBound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category.

Materials in this category may be of any binding. These titles will be invoiced at list price.

For libraries concerned about purchasing these types of titles, B&T's TitleSource 360™ can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.

INSTITUTIONAL RETURNS

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: **REMOVED N/A**

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

Library & Education Account Audio/Video Product Returns Policy (Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns (**excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product**) require prior return authorization from an AV Customer Service Representative. **Please contact your AV Customer Service Rep at 800-775-1200.**

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. **All claims must be made within 45 days of invoice date.**

1. When calling for return authorization, please have the following information available:
 - A. Your account number and invoice #s
 - B. Reason for the claim/return
 - C. Action being requested -
 1. Replacement of product (defective return will receive a replacement of the same title)
 2. Credit to your account; no replacement product necessary for incorrectly shipped items
 3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. **Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. **All claims must be made within 15 days from the product's invoice date.** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:

Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Grant Agreement #15662 with the State of Oregon Acting by and through its Department of Education on behalf of the Youth Development Division to Provide Funding for Juvenile Crime Prevention Services.

| | |
|--|---|
| Purpose/Outcomes | This is an ongoing biennium allocation of Juvenile Crime Prevention Funding between the State of Oregon through the Oregon Department of Education Youth Development Division (YDD), and Clackamas County through the Juvenile Department. |
| Dollar Amount and Fiscal Impact | The maximum grant value is \$475,248 for the 2021-2023 Biennium. |
| Funding Source | State of Oregon. |
| Duration | Effective July 1, 2021 through June 30, 2023 |
| Previous Board Action | IGA for 2017-19 signed by the Board on 11/22/17 Agenda Item E.1; IGA for 2019-21 signed by the Board on 7/11/19 Agenda Item H.1; IGA Amendment 1 signed by the Board on 7/11/19 Agenda Item H.1; IGA Amendment 2 signed by the Board on 10/8/20 Agenda Item D.1 |
| Strategic Plan Alignment | 1. The purpose of the Positive Youth Development Program is to provide skill building opportunities, competency development, and community connection services to youth so they can experience positive change, and demonstrate skills to successfully transition to adulthood. 2. Ensure safe, healthy and secure communities by providing community-based diversion services to low risk/low level first time offenders. |
| Counsel Review | September 15, 2021 Counsel Initials: JM |
| Procurement Review | Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This item is an IGA. |
| Contact Person | Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169 |
| Contract No. | 15662 |

BACKGROUND:

The mission of the Clackamas County Juvenile Department ("CCJD") is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

This Intergovernmental Agreement is for the continued funding allocation of Juvenile Crime Prevention funds for the 2021-2023 biennium from the Oregon Department of Education, Youth Development Division. The funds, in conjunction with approximately \$27,500 each fiscal year from 11 cities throughout Clackamas County, are used to contract Community Diversion Program services for low risk/low level first-time offenders within their communities.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Grant Agreement.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Tiffany West at 503-650-3162

STATE OF OREGON GRANT AGREEMENT

Grant No. 15662

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education on behalf of the Youth Development Division (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.847 and ORS 417.855, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to support local Boards of County Commissioners to provide High-Risk Juvenile Crime Prevention Services.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Anya Sekino
255 Capitol St, NE Salem, OR 97310
Phone: 503-378-5115
Email: anya.sekino@ode.state.or.us

4.2 Grantee’s Grant Manager is:

Alice Perry
2121 Kaen Road
Oregon City, OR 97045
Phone: 503-650-3101
Email: APerry@Clackamas.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$475,248.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its YDD Juvenile Crime Prevention Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
 - 8.1.1 Grantee is a unit of local government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval,

that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee 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. Grantee further acknowledges in addition to the remedies under Section 16, 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 Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law

requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is

required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of

whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this

Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this

Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

- 19.6 Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all

Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

[Signatures on next page]

STATE OF OREGON acting by and through its Department of Education on behalf of the Youth Development Division

By: _____
Procurement and Contract Specialist

Date

Clackamas County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email on file at Agency
Jake Hogue, DOJ Assistant Attorney General

August 3, 2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

Agency’s Youth Development Division (“YDD”) aligns systems and leverages community partnerships to ensure integrated, measurable, and accountable services for youth, ages 6 through 24 that support educational and career success, focus on crime prevention, and reduce high-risk behaviors.

YDD aims to ensure Oregon’s youth have the opportunity to thrive and achieve their full potential. YDD’s approach is to develop statewide policy and fund community-based programs, services, and initiatives for vulnerable and resilient youth that reduce barriers to education and employment success, expand access to positive activities, and build crucial social, emotional and mental health skills and competencies.

YDD values:

- Equitable access
- Equal opportunity
- Inclusion
- Youth-centered approaches and results
- Innovation

The YDD is allocated funds each biennium to support local Boards of County Commissioners to provide High-Risk Juvenile Crime Prevention Services.

The goal of this Grant is to provide funding to the Grantee to implement its High-Risk Juvenile Crime Prevention Plan (“Plan”) that will achieve the following:

1. Reduction of juvenile arrest rate in Grantee’s county; and
2. Reduction of juvenile recidivism rate in Grantee’s county.

SECTION II. DEFINITIONS

“Authorized Activities” means those activities authorized in Section IV of this Exhibit A.

“Board of County Commissioners” means the governing body, as defined in ORS 203.030, of a county AND includes a county court as described in ORS 203.111.

“Budget” means a budget developed by the Grantee as part of a juvenile crime prevention plan pursuant to OAR 423-120-0020 and approved by Agency.

“Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the Project activities, eligible or permitted uses of the Grant Funds, and identified in Grantee’s Budget.

“Juvenile Crime Prevention Funds” means state moneys distributed by the division to a county or tribe for the purpose of funding entities and programs that provide juvenile crime prevention services pursuant to OAR 423-120-0015.

“Juvenile Crime Prevention Plan” means a juvenile crime prevention plan developed under OAR 423-120-0015 for approval by the Youth Development Council.

“Juvenile Crime Prevention Service” means a service provided to youth who:

- (a) Are at high risk of committing a juvenile crime;
- (b) Exhibit or are subject to more than one of the following:
 - (A) Anti-social behavior;
 - (B) Poor family functioning or poor family support;
 - (C) Failure in school;
 - (D) Substance abuse; or
 - (E) Negative peer association; and
- (c) Demonstrate at-risk behaviors that will result in the youth's imminent or increased involvement in the juvenile justice system.

SECTION III. PROJECT ACTIVITIES AND BUDGET

Grantee’s approved Juvenile Crime Prevention Plan, on file with Agency, is incorporated into this Agreement.

Upon its completion and Agency’s written approval, Grantee’s Budget shall be incorporated into this Agreement.

Grantee shall implement Project activities that achieve the goal of this Grant and meet the needs of a targeted population of youth age 18 or younger in the county who:

- (1) Have more than one of the following at-risk factors:
 - (a) Antisocial behavior;
 - (b) Poor family functioning or poor family support;
 - (c) Failure in school;
 - (d) Substance abuse problems; or
 - (e) Negative peer association; and
- (2) Are clearly demonstrating any of those at-risk factors that have come to the attention of government or community agencies, schools or law enforcement and will lead to imminent or increased involvement in the juvenile justice system.

Agency will disburse Grant Funds only for the Costs of the Project activities that occur, including expenses incurred, during the Performance Period.

If Grantee subawards any of the Project Juvenile Crime Prevention Service, the award entered between the Grantee and the third party must include all parameters of the Grant Agreement between Agency and Grantee.

Grantee shall use the guidelines developed and provided by Agency pursuant to OAR 413-120-0015 to measure changes in juvenile crime and recidivism. The guidelines can be found at the following web address: <https://www.oregon.gov/youthdevelopmentdivision/Juvenile-Justice/Pages/JCP-Mission-Guidelines.aspx>

Grantee shall enter information related to assessing an individual’s risk of committing a juvenile crime in the Juvenile Justice Information System operated by the Oregon Youth Authority (“OYA”) or in the JCP Data Manager operated by Agency.

Grantee shall notify in writing and seek the approval of Agency’s Grant Manager, identified in Section 4 of this Grant, of any changes to the Budget.

Grantee must return to Agency any Grant Funds that have not been obligated six months before the date on which this Grant Agreement ends

SECTION IV. USES OF FUNDS

Grantee must use Grant Funds in accordance with OAR 423-120-0010 to OAR 423-120-0040.

- (1) Except as provided in subsection (2) of Section IV of this Exhibit A, Grant Funds must be used by the Grantee programs that provide juvenile crime prevention services as specified in the Grantee’s crime prevention plan.
- (2)(a) Except as provided in paragraph (b) of this subsection, Grantee may use up to 10 percent (10%) of juvenile crime prevention funds distributed to Grantee to pay expenses accrued, directly or indirectly, as a result of implementing the juvenile crime prevention plan.
- (b) If Grantee has been identified by the YDD to receive the minimum amount of juvenile crime prevention funds available to a county under OAR 423-120-0001 to 423-120-0050 may use up to 15 percent (15%) of Grant Funds distributed to Grantee to pay expenses accrued, directly or indirectly, as a result of implementing the juvenile crime prevention plan.
- (3) Grant Funds may not be used to replace other funds that the Grantee dedicated, before entering into this Grant Agreement, to fund entities and programs that provide juvenile crime prevention services during the term of this Agreement.
- (4) Grant Funds may not be used to fund an entity or program providing a juvenile crime prevention service if the entity or program is funded by another federal or state funding source and the use of Grant Funds is duplicative of the use of funds from the other funding source.

Grant Funds must be used in accordance with all applicable federal and state laws, rules, and regulations and all applicable circular letters issued by the United States Office of Management and Budget, including, but not limited to:

- (1) 75 U.S.C. 7501 to 7506 (requirements for single audits);
- (2) 42 U.S.C. 2000d to 2000d-7 (civil rights requirements for federally assisted programs);
- (3) 42 U.S.C. 12131 to 12134 and 12141 to 12165 (equality opportunity for individuals with disabilities when providing public services);
- (4) 29 U.S.C. 794 (nondiscrimination under federal grants and programs);
- (5) 20 U.S.C. 6081 to 6084 (prohibition against smoking in indoor facilities operated by a federal agency either directly or by contract);
- (6) 2 C.F.R. 225 (Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)); and
- (7) 70 F.R. 41242 (Audits of State, Local Governments, and Non-Profit Organizations (OMB Circular A133)).

Administrative Costs. Grantee may be reimbursed for administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

Budgetary Modifications. Grantee may expend amounts that differ from the amounts and line items shown in the Budget by no more than 10% with Agency's prior written approval as long as the total amount expended for all categories does not exceed the total Grant Funds identified in Section 6 of this Grant and otherwise complies with the terms of this Grant. Any adjustments to a line item in the Budget that exceed 10% of the amount identified in the original Budget **or** any adjustments to the overall Budget that result in an increase to the total Grant Funds identified in Section 6 may not be done without an amendment to this Grant.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

| REPORT | DUE DATE |
|-------------------|--|
| Quarterly Reports | Within 30 days after the end of each quarter listed below : Quarter 1: July 1, 2021 – September 30, 2021 Quarter 2: October 1, 2021- December 31, 2021 Quarter 3: January 1, 2022 – March 31, 2022 Quarter 4: April 1, 2022 - June 30, 2022 Quarter 5: July 1, 2022 – September 30, 2022 Quarter 6: October 1, 2022 - December 31, 2022 Quarter 7: January 1, 2023 – March 31, 2023 Quarter 8: April 1, 2023 - June 30, 2023 |
| Final Report | By August 1, 2023 |

If the Grant is terminated in accordance with Section 18, the final report is due within 30 days after the termination date. Final payment is contingent upon Agency’s acceptance of the Final report. The obligation to deliver the Final Report shall survive the termination of this Agreement.

Agency will evaluate Grantee as reimbursement requests are made by the Grantee using the reimbursement form provided by the Agency. Agency will use data provided in reimbursement requests to monitor the Grantee. Grantee’s failure to use the required reimbursement form may result in a delay or denial of reimbursement.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION VI. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred quarterly basis upon receipt of Grantee’s request(s) for disbursement and in accordance with the Budget prepared by Grantee.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency’s Grant Manager identified in Section 4.

Grantee must send its requests for disbursement via email to Agency’s Grant Manager identified in Section 4 of this Agreement.

Grantee may not use any funds disbursed under this Agreement to reimburse any person or entity for expenditures made, or to pay for any expenses incurred, before the effective date of the Agreement.

Grantee may not use any funds disbursed under this Agreement to reimburse any person or entity for expenditures made, or to pay for any expenses incurred, before the date on which the Youth Development Council approved Grantee's the juvenile crime prevention plan.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and ***require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant***, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, 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 Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #14697 with the State of Oregon acting by and through its Oregon Youth Authority to Provide Funding for Juvenile Crime Prevention Basic Services and Diversion Services.

| | |
|--|---|
| Purpose/Outcomes | This is an ongoing biennium allocation of Juvenile Crime Prevention Basic and Diversion funding between the State of Oregon by and through the Oregon Youth Authority (OYA), and Clackamas County through the Juvenile Department. |
| Dollar Amount and Fiscal Impact | The maximum contract value is \$2,032,788 (Basic \$1,099,560 and Diversion \$933,228) for the 2021-2023 Biennium. |
| Funding Source | State of Oregon. |
| Duration | Effective July 1, 2021 through June 30, 2023 |
| Previous Board Action | IGA for 2015-2017 fiscal year: June 25, 2015 Agenda Item F. 1; IGA for 2017-2019 fiscal year: June 29, 2017 Agenda Item G. 3. IGA for 2019-2021 fiscal year: August 8, 2019 Agenda Item F.1. |
| Strategic Plan Alignment | 1. The purpose of the Custody Program is to provide safety, security, supervision, and transportation services to in-custody youth so they can be safe and commit no crimes while in custody. 2. Ensure safe, healthy and secure communities through funding for secure juvenile detention beds at Donald E. Long Home detention facility. |
| Counsel Review | September 15, 2021 Counsel Initials: JM |
| Procurement Review | Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This is an IGA |
| Contact Person | Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169 |
| Contract No. | 14697 |

BACKGROUND:

The mission of the Clackamas County Juvenile Department (“CCJD”) is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

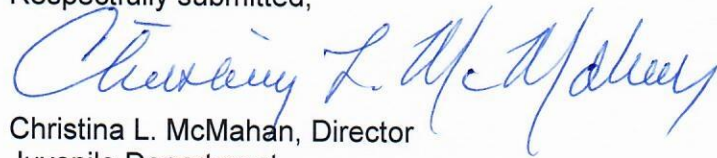
This Intergovernmental Agreement is for the continued funding allocation of Juvenile Crime Prevention (JCP) Basic and Diversion funds for the 2021-2023 biennium from State of Oregon, Oregon Youth Authority. The funds, in conjunction with general funds, contracts for detention beds with Multnomah County’s Donald E. Long Detention Facility located in Portland, Oregon.

For FY21-22 the Juvenile department is contracting for 13 detention beds. The combined JCP Basic and Diversion funding totals approximately \$1,016,394 for FY21-22. The JCP funds approximately 63.7% of FY21-22’s contracted detention bed expense of \$1,595,933. The remaining 36.3% of the contracted expense of \$579,539 is funded with County General Fund dollars.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Grant Agreement.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Tiffany West at 503-650-3162

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC
SERVICES AND DIVERSION SERVICES**



Agreement #14697

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Clackamas County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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 shall become effective as of **July 1, 2021**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2023**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$2,032,788.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A Definitions
Exhibit B Terms and Conditions
Exhibit C Program Requirements
Exhibit D Provider Requirements
Exhibit E Funding
Exhibit F Service Tracking in JJIS
Exhibit G Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

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.

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

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

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

By: _____ Date: _____

Amber Forster, Designated Procurement Officer

Title: _____

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Mailing Address: 2051 Kaen Road

Facsimile: (503) 373-7921

Oregon City, OR 97045

Facsimile: _____

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: _____ Date: _____

Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: _____ Date: _____

Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Susanna Ramus

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Diversion Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
10. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.
11. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
13. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
14. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **“OYA”** means the Oregon Youth Authority.
16. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

17. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
18. **“Service Plan”** means the County’s plan for 2021-2023 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2021-2023 has been developed and approved as described above, the term “Service Plan” has the meaning set forth in Exhibit C, Section 4.
19. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
20. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
 - a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.
21. **“Target Population for Diversion Services”** means youth offenders ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.
22. **“Youth offender”** means “adjudicated youth” as that term is used in SB 436 (2021) in the event that SB 436 (2021) becomes law. This definition is effective on the date on which SB 436 is effective.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds

- a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:
- (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
 - (ii) No default as described in Section 7 of this Exhibit has occurred.
 - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
 - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
 - (v) OYA has received from County and approved the County's Service Plan for the 2021-2023 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.
 - (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.
- d. Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
- (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

- (ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.
- (iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.
- (v) 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. County represents and warrants as follows:

- (i) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does 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 County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.
- (v) **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

- (i) **Organization and Authority.** OYA 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 OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does 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) does 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 OYA is a party or by which OYA 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 OYA 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 OYA and constitutes a legal, valid and binding obligation of OYA, 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) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

3. Expenditure of Funds

County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2021 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports

County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof 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. County 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 Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access, and Confidentiality

- a.** County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) 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.
- b.** Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.
- c.** OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.
- d.** County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (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 a 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 County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County 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 County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default

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

- a. OYA 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 OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:
 - (i) For its convenience, upon 90 days advance written notice to OYA.
 - (ii) Upon 30 days advance written notice to OYA, if OYA 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 County may specify in the notice.

- (iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.
- (iv) Immediately upon written notice to OYA, 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 County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

- (i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.
- (ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.
- (iii) Immediately upon written notice to County if Oregon 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 OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to County, if County 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 OYA may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

- a. Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.
- b. Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that

area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

- c. Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification

If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. 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, electronic mail, or mailing the same, postage prepaid to County or OYA 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 (5) 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. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer
Oregon Youth Authority
530 Center St. NE, Suite 500

Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: (503) 373-7921
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Christina McMahan
Clackamas County
2121 Kaen Road
Oregon City, Oregon 97045
Voice: (503)655-8342x3171
Facsimile: (503)655-8448
E-Mail: CMcMahan@co.clackamas.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. 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.

14. 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.

15. 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 Agency (and/or any other agency or department of the State of Oregon) and County 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; 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 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 AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law

Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in

Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest

- a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA 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.

18. No Third Party Beneficiaries

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. 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.

19. Integration and Waiver

This Agreement, including all of its 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from 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.

21. 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.

22. Construction

The provisions in this Agreement are the product of extensive negotiations between the State of Oregon 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.

23. Contribution

- a. 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, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section 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 contribution obligations under this Section with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 County 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.
- c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 County 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 County 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 County'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.

24. Limitation of Liabilities

EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, 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.

25. Ownership of Intellectual Property

- a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA 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 (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).
- b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA 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 County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure

Neither OYA nor County 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 OYA or County, 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.

27. HIPAA Compliance

To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.
- b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets the OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA youth offenders.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes

County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.
- c. Equitable service delivery.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

- a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:
 - (i) Antisocial behavior.
 - (ii) Poor family functioning or poor family support.
 - (iii) Failure in school.
 - (iv) Substance abuse problems.
 - (v) Negative peer associations.
- b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Diversion Services Target Population and Funded Services. County shall target its Diversion Services to the Target Population for Diversion Services.

- a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.
- b. Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:
 - (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.
 - (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

4. Service Plan

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2019-2021 biennium. Until the Service Plan for the 2021-2023

biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2019-2021 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2021-2023 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2019-2021 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

d. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are delivered equitably and meet the state's goals and objectives for the provision of juvenile justice services. County shall work with OYA to develop a reporting process regarding equitable service delivery and delivery of services meeting the state's goals and objectives for the provision of juvenile justice services. County shall submit to OYA such reports at such frequency as may be requested by OYA.

5. Cultural Competency

County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

- c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.
- d. All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

7. Grievance System

During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients’ parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

8. Reporting and Documentation

- a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F “Service Tracking in JJIS” as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.
- b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.
- c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County’s efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County’s default, as described in Exhibit B.

9. Youth Specific Reporting and Required Documentation

- a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:
 - (i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
 - (ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
 - (iii) Documentation of any mental health treatment;
 - (iv) Past and current prescribed psychotropic medication history;
 - (v) Past and existing suicidal ideation and behaviors;
 - (vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

- (vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.
- b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

10. Other Agreement Requirements

- a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:
 - (i) Disposition of parole violations;
 - (ii) Community Programs;
 - (iii) Plan for providing detention back-up and back up to Community Programs;
 - (iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
 - (v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(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 County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("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.

2. Provider Insurance Requirements

A. GENERAL

County shall require its first tier Provider(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 County 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 Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County 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 County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, 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). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement form from the Provider or the Provider's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) County's or Provider's termination of contract; or (iii) The expiration of all warranty periods provided under the Provider Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate

holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effective coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The Provider or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Provider agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Provider and County.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.






**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

| SERVICE | TOTAL |
|--------------------|-----------------------|
| DIVERSION | \$933,228.00 |
| JCP BASIC | \$1,099,560.00 |
| GRAND TOTAL | \$2,032,788.00 |

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

| | | |
|--|---|--|
|   | Oregon Juvenile Justice Information System Policy Statement |   |
| Service Tracking in JJIS | | |
| Approved:  Philip Cox, Co-Chair JJIS Steering Committee | Effective Date: 1/16/2013 JJIS Steering Committee Approval: 12/19/2012 JJIS Policy & Standards Committee Approval: 8/22/2012 Supersedes: | |
| REFERENCE: | | |

| | |
|----------------------------|---|
| <u>PURPOSE:</u> | <ul style="list-style-type: none"> • To provide a standard for consistency in tracking services in JJIS; • To provide a threshold for a view of current juvenile justice practice; • To provide a foundation to compare trends in key service areas over time; and • To establish a foundation to develop capacity to measure results based on evidence |
| <u>DEFINITIONS:</u> | Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior. |

| Program Type | Definition |
|-------------------------------|--|
| Accountability | Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court. |
| Competency Development | |
| Educational | Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED. |
| Independent Living | Services designed to assist a youth transition into independent living. |



| Program Type | Definition |
|--|--|
| Skill Development – Non-Residential | Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring. |
| Skill Development – Residential | Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring. |
| Therapeutic Foster Care | Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills. |
| Vocational | Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment. |
| Family | |
| Family Counseling | General family counseling services. |
| Family Education | Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy. |
| Functional Family Therapy | Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model |
| Multi-Systemic Therapy | Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure. |
| Fire Setter | |
| Fire Setter – Non-Residential | Non-residential treatment services for youth with inappropriate or dangerous use of fire. |
| Fire Setter – Residential | Residential treatment services for youth with inappropriate or dangerous use of fire. |



| Program Type | Definition |
|--|--|
| Gang | |
| Gang – Non-Residential | Non-residential services designed to address juvenile gang related behavior, membership and affiliation. |
| Gang – Residential | Residential services designed to address juvenile gang related behavior membership and affiliation. |
| Mental Health | |
| Mental Health – Non-Residential | Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses. |
| Mental Health – Residential | Residential services designed to treat specific DS-MIV Mental Health diagnoses. |
| Co-Occurring | |
| Co-Occurring – Non-Residential | Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues. |
| Co-Occurring – Residential | Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues. |
| Sex Offender | |
| Sex Offender – Non-Residential | Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior. |
| Sex Offender – Residential | Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior. |
| Substance Abuse | |
| Substance Abuse - Non-Residential | Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care. |
| Substance Abuse - Residential | Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. |



| Other Youth Services | |
|-------------------------------|---|
| Drug Court | Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge. |
| Mentoring | Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development. |
| Other – Residential | Residential services which are unable to be categorized with any of the existing categories. |
| Other – Youth Services | Other services which are unable to be categorized with any of the existing categories. |
| Victim Related | Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation. |
| Wrap Around | Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans. |
| Assessment | Assessments and evaluations performed to help identify the need for specialized services. |
| Foster Care | Foster care |
| Medical | Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care. |



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



| | |
|--|--|
| | <ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews |
|--|--|



| | |
|--|---|
| | <ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p> |
|--|---|



| | |
|----------------------------------|--|
| | <p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p> |
| <p><u>PROCEDURES:</u></p> | <p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> o Services o Case Plan Interventions |



| | |
|-----------------------------|---|
| | <ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email. |
| <p><u>FORMS:</u></p> | <ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review) |



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
 2121 KAEN ROAD | OREGON CITY, OR 97045

October 7, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Approval of Amendment No. 5 to the Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near the Metro South Transfer Station

| | |
|--|--|
| Purpose/Outcomes | Extends an existing IGA between Metro and Clackamas County through the Juvenile Department for juvenile work crews to pick-up litter along near the Metro South Transfer Station. |
| Dollar Amount and Fiscal Impact | The value of Amendment No. 5 is \$0. This is an extension of the duration of the IGA only. |
| Funding Source | Metro |
| Duration | Effective through June 30, 2023 |
| Previous Board Action | The initial IGA received Board approval on January 17, 2013. Amendments No. 1, 2, 3 and 4 were approved by the Board June 5, 2014, June 11, 2015, June 29, 2017, July 11, 2019, and August 8, 2019 respectively. |
| Strategic Plan Alignment | 1. The purpose of the Victim Services Program is to provide restorative engagement services to victims and youth, so victims can be notified of court proceedings, youth pay and victims receive court-ordered restitution, and both can feel respected throughout the process. 2. Ensure safe, healthy and secure communities by providing opportunities for how the youth is held accountable, both to the victim and to the community. |
| Counsel Review | September 15, 2021 Counsel Initials: JM |
| Procurement Review | Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This item is an IGA. |
| Contact Person | Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169 |
| Contract No. | 931488 |

BACKGROUND:

The mission of the Clackamas County Juvenile Department (“CCJD”) is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

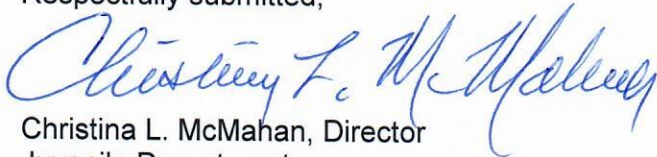
The Metro’s Intergovernmental Agreement # 931488, Amendment 5 extends the term of the agreement to from June 30, 2021 to June 30, 2023. No additional funds are added to the amendment.

Metro contracts with Clackamas County’s Juvenile Department to pick-up litter on sections of I-205 near the Metro South Transfer Station in Oregon City. The Juvenile Department contracts with a contractor to provide education, workplace readiness skills, training, and supervision of youth work crews through this program. Youth who participate are provided the opportunity to earn a daily stipend to repay their victim restitution requirements. Metro completely reimburses the Juvenile Department up to \$52,094 annually for the contract expenses, and the youth stipends. The service provided by the youth work crews contribute to a safe and healthy community.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Tiffany West at 503-650-3162

Amendment



AMENDMENT NO. 05

CONTRACT NO. 931488

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, "County."

This amendment is a change order to the original Scope of Work as follows:

The contract expiration date is extended from June 30, 2021 to June 30, 2023.

County's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and County name shall be referenced in the email subject line. Metro requests that County submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon receipt of County's invoice.

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

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

RECORDING MEMO

| | |
|---|----------------------------|
| | New Agreement/Contract |
| x | Amendment/Change/Extension |
| | Policy Reports |
| | Other |

ORIGINATING COUNTY

DEPARTMENT: Juvenile Department

OTHER PARTY TO

CONTRACT/AGREEMENT: Metro

BOARD AGENDA DATE:

AGENDA ITEM NUMBER:

PURPOSE:

Amendment #5 to Intergovernmental Agreement #931488 with Metro for Litter Pick-up near the Metro South Transfer Station.

Please return to Juvenile Department, Attn: Tiffany West after recording.



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

October 12, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Requesting Approval of an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for the Motor Carrier Safety Assistance Program (MCSAP)

| | |
|--|---|
| Purpose/Outcome | The State of Oregon, through the ODOT, wishes to retain the services of Clackamas County Sheriff's Office (CCSO) to perform enforcement of motor carrier safety regulations in mutually agreed upon highway locations |
| Dollar Amount and Fiscal Impact | The total project cost is \$25,000, including a 14.99% matching fund requirement. CCSO will be reimbursed a maximum of \$21,252.50 |
| Funding Source | Federal funding passed through the ODOT |
| Duration | The performance period is from July 1, 2021, through September 30, 2022 |
| Previous Board Action/Review | The County Board of Commissioners has previously approved the participation of the CCSO in the MCSAP program annually |
| Strategic Plan Alignment | Provides traffic enforcement services to those who live, work, and play in Clackamas County so they can enjoy safe roadways. |
| Counsel Review | Sergeant Marc Griffith mgriffith@clackamas.us |
| Contact Person | Nancy Artmann, CCSO Finance Manager 503.785.5012 |
| Contract No. | 73000-00004096 |

BACKGROUND:

The purpose of the Oregon Motor Carrier Safety Actions Plan (MCSAP) is to enhance highway safety through the uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and reduce injuries and fatalities caused by such vehicles.

RECOMMENDATION:

Staff respectfully recommends the approval of this intergovernmental agreement between Clackamas County and the Oregon Department of Transportation.

Respectfully submitted,

Jenna Morrison
Chief Deputy

INTERGOVERNMENTAL AGREEMENT

Motor Carrier Safety Assistance Program Federal Fiscal Year 2022

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, Commerce and Compliance Division, hereinafter referred to as "ODOT", and Clackamas County, acting by and through the Clackamas County Sheriff's Office hereinafter referred to as "CCSO", both herein referred to individually and collectively as "Party" or "Parties".

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.
2. CCSO wishes to have a certain number of its employees remain or become authorized representatives for purposes of ORS 825.250(2). Further, CCSO wishes to receive federal fund reimbursement for approved Motor Carrier Safety Assistance Program (MCSAP) activities conducted at the request of ODOT.
3. ODOT wishes to enter into agreements with participating agencies in order to ensure that highway safety is enhanced through uniform commercial motor vehicle inspections conducted statewide.

The Parties therefore agree as follows:

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250 (2), means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.
3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that results in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.
4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

TERMS OF AGREEMENT

1. Under such authority, ODOT wishes to retain the services of CCSO to perform the work described in this Agreement under Exhibit “E” and Exhibit “F”, including participation in inspection training and enforcement of motor carrier safety regulations in mutually agreed upon highway locations as identified in Exhibit “F”, attached hereto and by this reference made a part hereof.
2. Total Project cost is \$25,000, including CCSO’s fourteen point ninety-nine (14.99) percent matching fund requirement. ODOT’s payments to CCSO under this Agreement will be based on actual costs related to the MCSAP activities. Program payments will be made solely from federal funds and shall not exceed \$21,252.50. No state funds are obligated under this Agreement. CCSO shall be responsible for any nonparticipating costs and Project costs beyond the estimate.
3. This Agreement covers services performed, during the period from July 1, 2021, through September 30, 2022. The final payment for work completed may be made through December 31, 2022, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

CCSO OBLIGATIONS

1. CCSO shall perform the work described in Exhibits E and F.
2. CCSO shall not enter into any subcontracts for any of the work scheduled under this Agreement.
3. All employers, including CCSO, that employ subject workers who work under this Agreement 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](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CCSO shall ensure that each of its contractors complies with these requirements.
4. CCSO shall:
 - a. Comply with all provisions contained in Exhibits A, B, C and H, attached hereto and incorporated herein.
 - b. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, CCSO 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.
 - c. Ensure that all CCSO personnel as defined by OAR 740-100-0015 who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560.

5. CCSO shall perform the service under this Agreement as a sub-recipient and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
6. CCSO shall submit a monthly detailed invoice either of CCSO's own design or using the example in Exhibit D, attached hereto and by this reference made a part hereof. For payroll reimbursement, invoice must include the officer name, hours requested for reimbursement, hourly rate (including salary and fringe benefits), less 14.99% agency match amount, and the total amount. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to ODOT's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall ODOT's obligations exceed the amount listed under TERMS OF AGREEMENT, Paragraph 2.
7. CCSO certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

CCSO's Project Manager for this Project is Sergeant Marc Griffith (9101 SE Sunnybrook Blvd, Clackamas, OR 97015, (971)275-2452, mgriffith@clackamas.us), or assigned designee upon individual's absence. CCSO shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. In consideration for the services performed, ODOT agrees to reimburse CCSO, pursuant to its obligations set forth above, an amount not to exceed \$21,252.50 in federal funds for personal services, performing selected enforcement work as described above. No state funds are obligated under this Agreement.
2. ODOT will assess CCSO's performance in conducting inspection levels as defined by ODOT. In the event CCSO's performance of conducting inspections is deemed unreasonable per ODOT's assessment, contract termination, per General Provisions Paragraph 3 of this Agreement, will be enforced.
3. In furtherance of ODOT's contractual obligations to the Federal Motor Carrier Safety Administration (FMCSA), and in recognition of ODOT's sponsorship and responsibility to coordinate the motor carrier safety activities of CCSO, ODOT agrees to:
 - a. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in motor carrier safety activities and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies in accordance with the Commercial Vehicle Safety Plan (CVSP).
 - b. Coordinate and assist CCSO in the preparation and timely submission to ODOT of required safety program documentation.
 - c. Supply vehicle out-of-service stickers.

- d. Monitor proper application of inspection procedures, the Motor Carrier Safety Regulations and the Out-of-Service Criteria required by the MCSAP and ORS 810.560. Further, ODOT will review inspection documents for proper documentation techniques and correct application of violations.
 - e. Consolidate CCSO's safety activities and fiscal reports.
 - f. Train, retrain (as necessary or desirable and within ODOT's ability to make training available), test, and certify the inspectors of CCSO, in accordance with ORS 810.560, this Agreement, the Oregon Board of Public Safety Standards and Training, and, as applicable, CVSA.
4. The Field Unit Safety Manager at the Commerce and Compliance Division is ODOT's Project Manager for purposes of administering this Agreement (Howard Russell, 3930 Fairview Industrial Dr SE, Salem, OR 97302, 503-373-1979, Howard.H.RUSSELL@odot.state.or.us) or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.
 5. In no event shall ODOT's obligations hereunder be construed to require ODOT to provide any coordination or assistance in the form of either personnel or funds, related to CCSO's efforts to ensure it will be able to continue providing mission critical services.

GENERAL PROVISIONS

1. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. ODOT may terminate this Agreement effective upon delivery of written notice to CCSO, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If CCSO fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - b. If CCSO fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize;
 - c. If ODOT fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the work provided in the agreement, including cancellation or discontinuation of any federal grants whose funds are used to pay for CCSO's work under this Agreement;
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.
4. CCSO may terminate this Agreement effective upon delivery of written notice to ODOT if CCSO fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the work provided in this Agreement.

5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination except when the Agreement is terminated due to conditions 3c or 3d above.
6. 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 ODOT or CCSO 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.
7. With respect to a Third Party Claim for which ODOT is jointly liable with CCSO (or would be if joined in the Third Party Claim), ODOT 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 CCSO in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of CCSO 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 ODOT on the one hand and of CCSO 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. ODOT'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 ODOT had sole liability in the proceeding.
8. With respect to a Third Party Claim for which CCSO is jointly liable with ODOT (or would be if joined in the Third Party Claim), CCSO 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 ODOT in such proportion as is appropriate to reflect the relative fault of CCSO on the one hand and of ODOT 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 CCSO on the one hand and of ODOT 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. CCSO'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.
9. 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.
10. CCSO acknowledges and agrees that ODOT, 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 CCSO, which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

11. As federal funds are involved in this Agreement, EXHIBITS A, B, C, and G are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by CCSO representative.
12. CCSO, as a recipient of grant funds, pursuant to this Agreement with ODOT, shall assume sole liability for CCSO's breach of the conditions of the grant, and shall, upon CCSO's breach of grant conditions that requires ODOT to return funds to FMCSA, the grantor, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of CCSO, 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.
13. 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.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
15. Per Section 889(b) of the National Defense Authorization Act ("NDAA") of 2019, Pub L. No, 115-232, the following covered entities and their subsidiaries and affiliates are prohibited from providing telecom and video surveillance equipment and services: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. The Department of Defense has the authority to add additional companies to this list.
16. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to CCSO with the Notice to Proceed.
17. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, CCSO shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If CCSO does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, CCSO shall invoice ODOT using a zero percent (0%) rate.
18. By signing this Federal-Aid Agreement CCSO agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the

following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, CCSO received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, CCSO shall report the total compensation and names of its top five executives to State. CCSO shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "G".

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.

Clackamas County, by and through its
Sheriff's Office

By _____

Title _____

Date _____

CCSO Contact:

Sgt. Marc Griffith
Clackamas County Sheriff's Office
9101 SE Sunnybrook Blvd.
Clackamas, OR 97015
(971)275-2452
mgriffith@clackamas.us

ODOT Contact:

Howard Russell
Safety Enforcement Manager
3930 Fairview Industrial Dr SE
Salem, OR. 97302
(503) 373-1979
howard.h.russell@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____

Carla Phelps, Manager, Commerce &
Compliance Division, Enforcement and Safety
Section

Date _____

APPROVAL RECOMMENDED

By _____

Elisha Brackett, Fiscal Officer, Commerce &
Compliance Division, or Designee

Date _____

EXHIBIT A to Agreement No. 73000-00004096

For purposes of Exhibit A, references to State shall mean ODOT, references to applicant/recipient and contractor shall mean CCSO and references to contract shall mean Agreement.

GENERAL PROVISIONS FOR MCSAP AGREEMENT

1. General Provisions: The State will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Motor Carrier Safety Administration (FMCSA) concerning special requirements of law, program requirements, and other administrative requirements.
2. Regulation Requirements: The State hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of the Commercial Motor Vehicle Safety Act of 1986, and the new Federal Common Rule 49 CFR, Part 18, 49 CFR, Part 90 (Audits of State and Local Governments), and 2 CFR, Part 225 (Cost Principles for State, Local, and Indian Tribal Governments) as they relate to the application, acceptance and use of Federal funds for this federally-assisted project.
3. Modifications: This Agreement may be amended at any time by a written modification properly executed by both the FMCSA and the State.
4. Retention and Custodial for Records:
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of six years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 6-year period, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, required with Federal funds shall be retained for six years after its final disposition.
 - (3) When records are transferred to or maintained by FMCSA, the 6-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
5. Equal Employment Opportunity:
 - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The applicant/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FMCSA by August 1, an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FMCSA.
7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a

ODOT/CCSO
Agreement No. 73000-00004096

week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.

8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision of compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at the rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. Access to Records: All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FMCSA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
10. Civil Rights Act: The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of an instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant Agreement.
12. Rehabilitation Act: The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
13. Government Rights (Unlimited): FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA.

For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean CCSO and references to Contract shall mean Agreement.

EXHIBIT B (CCSO)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of 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 not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for

assistance in obtaining a copy of those regulations.

6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a

participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible",

"lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting,

Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin

in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request

Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure

by the contractor 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 ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
2. 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 Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.

EXHIBIT E

1. CCSO and the Oregon Department of Transportation agree that 50% of all inspections must be Qualifying Safety Stops (QSS) conducted on I-5 or I-205 within the patrol limits of the CCSO.
2. CCSO and the Oregon Department of Transportation further agree that the remaining fifty percent (50%) of inspections will be conducted in high crash corridors of CCSO's choosing.
3. CCSO, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop or as otherwise approved by ODOT. The safety inspection shall comply with the North American Standard Inspection Procedures, which are incorporated by reference and made part of this Agreement.
4. Enforce Oregon's Commercial Vehicle Safety and Hazardous Material Rules and Regulations in a manner consistent with the approved state MCSAP/CVSP and MCSAP/Commercial Vehicle Safety Alliance (CVSA) approved inspection procedures.
5. Conduct inspection levels as defined by ODOT.
6. CCSO agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
 - a. OAR 740-100-0090, Part I- Driver.
 - b. OAR 740-100-0070, Part II -Vehicle.
 - c. OAR 740-100-0080, Part III - Hazardous Materials.
7. CCSO agrees citations and written warnings shall include at a minimum the following:
 - a. Date of QSS
 - b. Location of QSS (Hwy, Direction, and Milepost Marker)
 - c. Vehicle License Number
 - d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
8. Conduct all inspections on public highways and conduct the inspections in high crash corridors.

9. Conduct roadside inspections at locations that are adequate to protect the safety of drivers and enforcement personnel.
10. Provide copies of any truck/driver inspection reports or a list of inspection report numbers, as well as CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
11. Conduct no inspections at a motor carrier's terminal unless such inspections have been authorized by ODOT.
12. Initiate inspections only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
13. Verify ODOT registration status for each commercial vehicle inspected power unit.
14. To the greatest extent possible, record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to the federal Safety and Fitness Electronic Reporting (SAFER) system.
15. Provide, in the event that CCSO is unable to record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to ODOT, written records of all manual inspections to ODOT on ODOT Driver/Equipment Compliance Check Form No. 735-9242, and forward completed inspections to ODOT within five (5) working days of the inspection.
16. Comply with the requirements of 2 Code of Federal Regulations (CFR), Part 225 (previously OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments").
17. Participate in commercial motor carrier truck inspection training provided by ODOT.
18. Participate in ODOT special operations during which truck inspections are performed by other agencies, with CCSO providing additional support specifically requested by ODOT.
19. If working in the I-5 or I-205 corridors, citations or warnings must be issued during a QSS.
20. If working outside of the I-5 or I-205 corridors, citations or warnings for unlawful/unsafe driving behavior are encouraged, but not required to be issued.

EXHIBIT F
Agency PATROL Locations

The Clackamas County Sheriff's Office and the Oregon Department of Transportation agree that fifty (50%) of CCSO's inspections shall be conducted on I-5 or I-205 within the official limits of the CCSO's patrol zones. Inspections in these corridors must include a written traffic citation or warning for unlawful/unsafe driving behavior.

CCSO and the Oregon Department of Transportation further agree that the remaining fifty percent (50%) of CCSO's inspections shall be conducted in high crash corridors of CCSO's choosing. Although not required, written citations or warnings for unlawful/unsafe driving behavior are encouraged when conducting inspections in these corridors.

Exhibit G

**Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

| | |
|----|----|
| 1. | \$ |
| 2. | \$ |
| 3. | \$ |
| 4. | \$ |
| 5. | \$ |

Business entity contact information (person completing form):

| Type name | Title | Date |
|-----------|-------|------|
|-----------|-------|------|

Return completed form to: Alice Bibler, Program and Funding Services Manager; ODOT; 355 Capitol Street NE, MS 11; Salem, OR 97301; Alice.Bibler@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Alice Bibler
Program and Funding Services Manager
Oregon Department of Transportation
355 Capitol Street NE, MS 11
Salem, OR 97301-3871
Alice.Bibler@odot.state.or.us
Telephone: 503-986-3880



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

October 12, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Requesting Approval of the Intergovernmental Agreement with Oregon Department of Transportation (ODOT) for Traffic Patrol and Law Enforcement for Work Zones.

| | |
|--|--|
| Purpose/Outcome | The State of Oregon, through the ODOT, wishes to retain the services of Clackamas County Sheriff's Office (CCSO) to perform traffic enforcement in ODOT work zones |
| Dollar Amount and Fiscal Impact | Payment by ODOT for the project shall not exceed a total amount of \$400,000.00 |
| Funding Source | State funding through the Oregon Department of Transportation |
| Duration | Effective on the date all signatures are obtained and terminates August 31, 2026 |
| Strategic Plan Alignment | Provides traffic enforcement services to those who live, work, and play in Clackamas County so they can enjoy safe roadways. |
| Previous Board Action/Review | None |
| Counsel Review | Andrew Naylor via email 8/18/2021 |
| Contact Person | Sergeant Marc Griffith mgriffith@clackamas.us |
| Contract No. | 34683 |

BACKGROUND:

The use of CCSO traffic patrol and law enforcement in ODOT work zones has been proven to increase public safety by encouraging driver compliance, improving worker safety and traffic movement. CCSO will provide traffic patrol and law enforcement in work zones where project work may disrupt traffic flow and increase the risk of hazards to roadway workers.

RECOMMENDATION:

Staff respectfully recommends the approval of this intergovernmental agreement between Clackamas County and the Oregon Department of Transportation.

Respectfully submitted,

Jenna Morrison
Chief Deputy

MASTER AGREEMENT FOR SERVICES
Intergovernmental Agreement
Traffic Patrol and Law Enforcement for Work Zones

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and Clackamas County by and through its Sherriff's Office, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The State is authorized by ORS 366.400 to enter into all contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways.
3. The use of traffic patrol and law enforcement in work zones has been proven to increase public safety as it encourages driver compliance with the laws that keep both motorists and workers safe in the work zone. The purpose of this agreement is to provide law enforcement at individual ODOT construction projects. The construction projects will have budgets that support Work Orders to law enforcement agencies to provide officers in ODOT work zones.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.**

Under such authority, State wishes to retain the services of Agency to perform Traffic Patrol and Law Enforcement for Work Zones, as described in Exhibit A, hereinafter referred to as "Project."

2. **Funding.**

Payment by ODOT for the Project shall not exceed a total amount of \$400,000.00 in state and federal funds, for all work orders combined.

3. Exhibits Attached and Incorporated.

This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:

- Exhibit TCD –Terms, Conditions and Definitions
- Exhibit A – Statement of Work and Delivery Schedule
- Exhibit B – Compensation & Payment Provisions
- Exhibit C –Contact Information
- Exhibit D – Americans with Disabilities Act (ADA) Compliance
- Exhibit E – Work Order Authorization (WOA)

4. Federal Funds.

- a. ODOT considers Agency to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal funds received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.
- b. Agency, as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, reimburse ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the ability of Agency to reimburse ODOT, the reimbursement 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.

5. Work Order Authorizations

Agency services must be requested in the form of a written WOA from ODOT, attached as Exhibit E and by this reference made a part hereof. Each WOA that is issued pursuant to this Agreement becomes a part of this Agreement. Both Parties shall execute a WOA before work begins. The WOA must contain estimated beginning and ending dates for the specific work.

6. Order of Precedence.

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,

- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

- 7. **Term of Agreement; Effective Date.** The term of this Agreement begins on the date all required signatures are obtained and terminates on August 31, 2026, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
- 8. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.
 - a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If 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 fund its obligations for performance of this Agreement.
 - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
 - b. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
 - c. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless State expressly directs otherwise in such notice.
- 9. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
- 10. **No Substitutions or Assignments.** Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement. This Agreement is binding

upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors.

11. **No Third Party Beneficiaries.** Agency and State 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. This provision survives termination of the Agreement.
12. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.
13. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit C, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.
14. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 provision survives termination of the Agreement.
15. **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.
16. **Integration.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this **Agreement.**

17. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and any amendments or WOAs, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.
18. ODOT anticipates the Services identified in individual Work Order Authorizations to be in the 2021-2024 Statewide Transportation Improvement Program (STIP), that was adopted by the Oregon Transportation Commission in July 15, 2020 (or subsequently by amendment to the STIP). The STIP Key number(s) will be project specific and determined with each Work Order Authorization.

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.

CLACKAMAS COUNTY, by and through
its **SHERRIFF'S OFFICE**

By _____

Date _____

By _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____

Troy Costales, Safety Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Safety Section Manager or Designee

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien

Assistant Attorney General (If Over
\$150,000)

Date via email dated, June 8, 2021

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. 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 Agency 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.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of 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 State on the one hand and of Agency 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.
3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.

4. 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.

RECORDS

The Parties acknowledge and agree that State, 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 the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
2. State reserves the right (i) to determine and modify the delivery schedule for the services and (ii) to evaluate the quality of the services; however, State may not and will not control the means or manner of Agency's performance. Agency is responsible for determining the appropriate means and manner of performing the services.
3. Agency understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTS

Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the 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 unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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, as amended, 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.

NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon ODOT's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. This provision survives termination of the Agreement.

REMEDIES

1. Agency default.
 - a. In the event Agency is in default under this Agreement, ODOT 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: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.

- b. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
2. ODOT default.
 - a. In the event ODOT is in default under this Agreement or in the event ODOT terminates this Agreement, Agency's sole remedy will be a claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODOT has against Agency,
 - b. In no event will ODOT be liable to Agency for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to Agency exceed the amount due to Agency, Agency shall promptly pay any excess to ODOT.
3. 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.
4. This provision survives termination of the Agreement.

EXHIBIT A
STATEMENT OF WORK (SOW) AND DELIVERABLE SCHEDULE
PROJECT: Traffic Patrol and Law Enforcement for Work Zones

ACRONYMS AND DEFINITIONS

| | |
|--------------------|--|
| Active In Zone | Providing enforcement by contact in the work zone area for the purposes of work zone safety. |
| Active Out of Zone | While performing the Services an Agency officer is called away from the work zone or dispatched by Agency for duties apart from the Services. |
| business days | calendar days, excluding Saturdays, Sundays and all State recognized holidays |
| calendar days | Any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day. |
| Commute | The time required by an Agency officer to travel to the work zone to perform the Services. |
| DAS | Oregon Department of Administrative Services |
| days | calendar days |
| FHWA | Federal Highway Administration |
| MP | Mile Point |
| Non-Active | Agency officer is present in the work zone area or assisting ODOT in traffic control operations, but is not engaged in Active In Zone or Active Out of Zone enforcement and does not engage enforcement by contact. |
| OAR | Oregon Administrative Rule |
| ODOT | Oregon Department of Transportation |
| ORS | Oregon Revised Statute |
| PDF | Portable Document Format |
| Scope of Work | The general character and range of Services and supplies needed, the work's purpose and objectives, and an overview of the performance outcomes expected by Agency. |
| Services | The services to be performed under this Agreement. |
| SFMS | State Financial Management System |
| SOW | Statement of Work; the specific provisions in the final Agreement which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, Services, deliverables, schedule for delivery and other obligations. |
| STIP | Statewide Transportation Improvement Program |

| | |
|--------------------------------|---|
| Work Order Authorization (WOA) | Instrument issued by ODOT substantially in the form of Exhibit E to request uniformed Agency officers, vehicles and associated equipment to provide law enforcement and assist ODOT in traffic control operations in ODOT work zone(s). |
|--------------------------------|---|

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency shall provide all Services included in this SOW on an as-needed basis as further defined in executed Work Order Authorizations. "Services" are defined in Agency Obligations, Paragraph 1 of this SOW. Agency shall provide all labor, equipment and materials to manage, coordinate, and complete the Services.

1. The use of Agency traffic patrol and law enforcement in ODOT work zones has been proven to increase public safety by encouraging driver compliance, improving worker safety and the traffic movement. Agency shall provide traffic patrol and law enforcement in work zones where project work may disrupt the flow of traffic and increase the risk of hazards to roadway workers. The need for Agency assistance in a work zone is considered, determined and implemented by ODOT.
2. Agency law enforcement is not a replacement for effective work zone strategies and traffic control devices. However it can be an effective enhancement that provides enforcement emphasis or other specific assistance duties when other measures are not practical or effective. Active enforcement of traffic laws in operating work zones is an effective strategy for achieving driver attention and compliance.
3. A WOA substantially in the form of Exhibit E, issued by ODOT, to request uniformed Agency officers, vehicles and associated equipment to provide law enforcement and assist ODOT in traffic control operations in ODOT work zone(s), is needed to request Agency enforcement Services. ODOT will determine how often to utilize Agency Services to provide adequate driver compliance, and may use Agency Services in multiple work zones.
4. While performing the Services, Agency's vehicle should be located just before or just beyond the project work area since it can be difficult and potentially hazardous to pull over vehicles within the work area limits. Agency shall coordinate with onsite ODOT personnel as part of this strategy.
5. Federal funds and state funds are used for reimbursement of work zone law enforcement activities. Task 1 will be selected by ODOT in the WOA if federal funds are available, and Task 2 will be selected if only state funds are available. In order to ensure the correct funds are allocated, Agency shall track and report on the hours applied to each type of enforcement while performing the Services. . apart from the work zone activities ("Active Out of Zone"). An Active Out of Zone occurrence is possible, and Agency shall track this time while performing the Services . If Agency

activities are not directly related to the Services, the costs incurred shall be covered by Agency.

STATE RESPONSIBILITIES

1. ODOT will issue a WOA to Agency under the terms of this Agreement, substantially in the form of Exhibit E of this Agreement.
2. The ODOT contact information for each WOA will be provided in each individual issued WOA. At the beginning of each WOA the ODOT contact will meet with Agency to determine communication methods, and to discuss Agency tasks and schedule for the work operation.

AGENCY RESPONSIBILITIES

1. Consistent with all requirements of this SOW, Agency shall provide law enforcement and assist ODOT in traffic control operations including completing all tasks and deliverables ("Services"), when requested by ODOT through an executed WOA. Services may include, but are not limited to, the following:
 - a. work zone traffic enforcement;
 - b. rolling slowdowns;
 - c. flagging;
 - d. controlling pedestrians, spectators and participants;
 - e. controlling signalized intersections;
 - f. controlling traffic in restricted lane situations; and
 - g. providing support during ramp, lane or road closures.
2. Agency shall furnish uniformed Agency officers, vehicles and associated equipment to provide the Services.
3. Agency shall perform Services in a manner consistent with Agency policy and regulations, applicable state and local laws, and the Constitutions of the State of Oregon and the United States. Agency officers shall at all times remain under the sole direction, management and control of Agency.
4. Agency shall coordinate with ODOT to determine the safest locations for placement of law enforcement, while also maintaining a visual presence to the public, within the specified work zone.

TASKS, DELIVERABLES and SCHEDULE

Agency shall complete all tasks and provide all deliverables included in this SOW and individual WOAs. Agency shall provide all labor, equipment and materials to manage,

coordinate, and complete the Services in accordance with the performance and delivery schedules identified in this SOW and individual WOAs. Agency shall provide a report with the total hours of Services provided and a breakdown of hours by enforcement type (Non-Active, Active In Zone, or Commute), with each invoice as stated in Exhibit B.

Task 1: Traffic Patrol and Law Enforcement

Agency shall provide uniformed Agency officer(s), vehicle(s) and associated equipment to provide law enforcement and assist ODOT in traffic control operations as specified in individual WOAs issued by ODOT. Agency Services must be provided during the hours as stated in the individual WOAs. Under this task, ODOT will not reimburse Agency for Active Out of Zone enforcement.

Deliverable 1.1: traffic patrol and law enforcement

Schedule: Hourly Work during date(s) and time(s) specified in individual WOAs

Task 2: Officer Presence

Agency shall provide uniformed Agency officer(s), vehicle(s) and associated equipment to provide law enforcement presence and assist ODOT in traffic control operations as specified in individual WOAs issued by ODOT. The Work must be provided during the hours as stated in individual WOAs. Under this task, ODOT will not reimburse Agency for Active In Zone or Active Out of Zone enforcement.

Deliverable 2.1: law enforcement presence

Schedule: Hourly Work during date(s) and time(s) specified in individual WOAs

Eligible Reimbursement by Enforcement Type:

| | Non-Active | Commute | Active In Zone | Active Out of Zone |
|----------------------------------|-------------------|----------------|-----------------------|---------------------------|
| Task 1 (federal funds) | Yes | Yes | Yes | No |
| Task 2 (state funds only) | Yes | Yes | No | No |

EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS

AGENCY OBLIGATIONS

1. Agency shall present invoices for 100 percent of Eligible Costs incurred by Agency on behalf of the individual WOAs directly to ODOT's Regional Transportation Safety Coordinator ("Region TSC") for review and approval. The Region TSC contact information and billing address will be included in the WOA. Under no conditions shall State's obligations exceed the maximum amount identified in Terms of Agreement Paragraph 2.
2. ODOT pays invoices from more than one fund. Federal funds and state funds are used and must be applied to the appropriate type of enforcement in order to maintain compliance with federal and state law. In order to ensure the correct funds are allocated, Agency shall track and report on the hours applied to each type of enforcement (Non-Active, Active In Zone, or Commute) while performing the Services.
3. Such invoices shall be in a form identifying the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Agency may submit monthly invoices for a WOA with a duration of more than 30 days. Agency shall submit a final invoice for each WOA within 60 days of completing the Services under the WOA. If Agency fails to present a final invoice within 60 days of completing the Services under the WOA, Agency hereby waives any rights to present such invoice thereafter and receive payment therefor.
4. At a minimum, invoices must include:
 - a. Agreement number;
 - b. WOA number;
 - c. construction project name (if applicable);
 - d. construction project number (if applicable);
 - e. invoice number, vendor/customer number, date of invoice, and billing period;
 - f. amount due;
 - g. description, unit quantity, unit price, subtotal for each reimbursable Service;
 - h. description of each reimbursable Service including Non-Active, Active In Zone, or Commute hours to identify the type of enforcement;
 - i. remit payment information with Agency address and contact phone number;
 - j. indirect expense rate and amount (if applicable);
 - k. other expenses charged (if applicable);
 - l. Usage number for State Financial Management System ("SFMS") Agencies;
 - m. a separate report with salary and other personnel expense calculations for current rates ("Sworn Rate Template"); and
 - n. a separate report with tracked hours including the following categories for enforcement type:
 - i. Active In Zone;
 - ii. Non-Active;

- iii. Active Out of Zone (if any hours to report); and
 - iv. Commute hours.
5. Eligible Costs are reasonable and necessary actual costs incurred by the Agency in performance of the Services. Administrative support and operations costs for Agency are considered part of the Eligible Costs.
 6. Travel expenses (such as lodging, meals, per diem rates, etc.) will not be reimbursed. Commute hours of Agency officers are reimbursable if mutually agreed estimated Commute hours are stated in the Description of Work section of the WOA. Agency shall not invoice more than the estimated Commute hours stated in the WOA.
 7. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current biennial budget.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State agrees to reimburse Agency for Eligible Costs, including the Agency's current officer hourly rates at the time the Services are performed, within 45 days of receipt and approval by State of monthly Project invoices, up to the maximum amount identified in Terms of Agreement Paragraph 2.
2. The maximum amount identified in Terms of Agreement Paragraph 2 shall include reimbursement for all Eligible Costs.

EXHIBIT C – CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. State's Contact:

ODOT's Project Manager for this Agreement is:

| | |
|-----------------|--|
| Name: | Bill Warner |
| Address: | ODOT-DMV Transportation Safety Office MS-3 4040 Fairview Industrial Dr SE Salem, Or 97301-1142 |
| Phone: | (503) 986-4195 |
| E-mail: | William.A.WARNER@odot.state.or.us |

b. Agency Contacts:

Agency's Project Manager for this Agreement is:

| | |
|-----------------|---|
| Name: | Lt. Brian Jensen |
| Address: | Clackamas County Sherriff's Office 2223 S. Kaen Road Oregon City, OR 97045 |
| Phone: | |
| E-mail: | brianjen@co.clackamas.or.us |

Agency's Invoice Contact and remit address for payments is (if different than above):

| | |
|-----------------|--|
| Name: | |
| Address: | |
| Phone: | |
| E-mail: | |

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to InterGovernmental.Agreements@odot.state.or.us.

EXHIBIT D - Americans with Disabilities Act (ADA) Compliance

1. Agency shall ensure that the Services and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, "ADA").

2. The Parties shall coordinate to ensure that temporary pedestrian routes remain available through or around any Project work zone. If Agency Services conflict with temporary pedestrian routes, Agency shall provide ODOT with adequate information to allow ODOT to: (a) establish a temporary pedestrian route for any work zone resulting from Agency Services, and (b) provide advance notice of any such temporary pedestrian route to the public, people with disabilities, and disability organizations.

EXHIBIT E – WORK ORDER AUTHORIZATION (WOA)

Agreement No. 34683, WOA No. _____

Under the terms of Agreement No. 34683 between the Oregon Department of Transportation (State or ODOT) and Clackamas County by and through its Sherriff's Office (Agency) dated _____, which is hereby incorporated by reference, the following Project work is authorized:

| | | | | | | | | |
|------------------------------|-------------------------------|---------------|----------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Project Name: | Work Order Start Date: | | | | | | | |
| Key (Project) Number: | Work Order End Date: | | | | | | | |
| Location of Work: | From MP: | To MP: | ODOT | 1 | 2 | 3 | 4 | 5 |
| | | | Region: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ODOT Contact Information:

| |
|--|
| ODOT Regional Transportation Safety Coordinator ("Region TSC") contact information (Send Invoice to): |
| ODOT Work Order contact information (if different than Region TSC): |
| ODOT onsite work zone contact information (if different than Region TSC): |

Agency Contact Information:

| |
|---|
| Agency Coordinator contact information: |
| Agency Work Order contact information (if different than Agency Regional Coordinator): |
| Agency onsite work zone contact information (if different than Agency Regional Coordinator): |

| | | |
|---|--------------------|------------------------|
| Expenditure Account No.: | STIP Years: | Effective Date: |
| Effective Date: No Work shall occur until signed by all Parties. | | |
| A. Amount authorized for this WOA (or "Anticipated Item") | | ODOT Totals: |
| B. Amount authorized on prior WOAs | | \$ |
| C. Total Amount authorized for all WOAs (A+B=C) | | \$ |
| D. Master Agreement Not-to-Exceed amount | | \$ |
| E. Amount remaining on Agreement (D-C=E) | | \$ |

SERVICES:

- Task 1 Traffic Patrol and Law Enforcement (federal funds)**
- Task 2 Officer Presence (state funds only)**

DESCRIPTION OF WORK (special terms and conditions):

[Include the following under this section as applicable: assumptions & expectations; task breakdown showing the days, times and hours of the Services; estimated hours per day required; estimated number of days required; mutually agreed estimated Commute hours; location(s) of Work.]

This WOA and the terms and conditions of the Agreement between ODOT and Agency and any special terms and conditions included with this WOA constitute the entire agreement between the parties about the Deliverables. This WOA indicates an estimate of Services and quantities required.

This WOA 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 WOA so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this WOA is within the scope of work of the original Agreement.

Use the following if STIP Project

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Name/Title

Date

ACCEPTANCE OF TERMS BY AGENCY:

Name/Title

Date

APPROVED AS TO LEGAL SUFFICIENCY:
If Work Order exceeds \$150,000 signature required

Asst. Attorney General

Date

- cc: Agency
- ODOT Region TSC
- ODOT Work Order contact
- ODOT onsite work zone contact
- Contacts listed in Exhibit C of the Agreement
- ODOT Procurement Office, Agreements



Gregory L. Geist
Director

October 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract between Water Environment Services and Jacobs Engineering Inc., for
Owner Representation Services of the Tri City Outfall Project

| | |
|--|---|
| Purpose/Outcome | Execution of Contract#3956 for Jacobs Engineering Inc. to provide Owner Representation Services for the Tri-City Outfall Project. |
| Dollar Amount and Fiscal Impact | \$462,468.00 |
| Funding Source | WES Capital Improvement Funds. No general fund dollars used. |
| Duration | December 31, 2025 |
| Previous Board Action/Review | 1. Prior discussions related to budget and Capital Improvements plan 2. Reviewed in Issues meeting on October 12, 2021. |
| Strategic Plan Alignment | 1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources. |
| Counsel Review | Amanda Keller in County Counsel reviewed this Contract on 9/25/2021 |
| Procurement Review | Was this processed through Procurement: Yes. |
| Contact Person | Jeff Stallard, 503-278-2311 |
| Contract No. | 3956 |

BACKGROUND:

The Tri-City Water Resource Recovery Facility ("WRRF"), is owned and operated by WES and discharges treated effluent through an existing 72-inch to 84-inch diameter outfall pipeline to the Willamette River. The peak flow into the Tri-City WRRF is approaching the outfall's rated hydraulic capacity of 75 million gallons per day (MGD). In January of 2019, WES completed the Sanitary Sewer Master Plan for which a dynamic model was developed to evaluate the current and future capacity needs for the system. The model identified a need to increase the outfall capacity at the Tri City WRRF to 180-MGD to meet build-out conditions.

Following an evaluation of alternative routes and a hydraulic study, a 90-inch diameter outfall pipe is proposed to convey treated flow from the Tri City WRRF along Old Agnes Avenue and the I-205 right-of-way, then under Hwy 99E and Jon Storm Park to the river. The proposed corridor

includes approximately 1-mile of pipeline with half of this anticipated to be installed using trenchless construction.

The large diameter pipeline, its location, required tunneling, and construction in the Willamette River make this a complex project to design and construct. WES therefore decided to use the Progressive Design Build ("PDB") delivery model for completion of the Outfall Project and sought a qualified consultant to provide engineering services in the role of Owner's Representative to assist WES engineering staff in the delivery of this project.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on March 4, 2021. Proposals were opened on February 3, 2021. The County received one (1) proposal from Jacobs Engineering Inc. An evaluation committee of WES personnel scored, reviewed and determined Jacobs's proposal was acceptable and qualified. Upon Contract award, the final Scope of Work and project fee were negotiated and finalized.

RECOMMENDATION:

Staff recommends the Board, in its capacity as the governing body of Water Environment Services, approve the Contract between Water Environment Services and Jacobs Engineering Inc., for Owner Representation Services of the Tri City Outfall Project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.



WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #3956

This Personal Services Contract (this "Contract") is entered into between Jacobs Engineering Group Inc. ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District").

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2025.
2. Scope of Work. Contractor shall provide the following personal services: Owner Representation Services for the Tri City Outfall project ("Work"), further described in Exhibit A.
3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred sixty-two thousand four hundred sixty-eight dollars (\$462,468.00), for accomplishing the Work required by this Contract.
4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.

Invoices shall reference the above Contract Number and be submitted to: WESpayables@clackamas.us

- 5. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html.
6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and District Contacts.

Table with 2 columns: Contractor and District. Contractor contact info: Administrator: Quitterie Cotton, PE, Phone: 503-736-4107, Email: quitterrie.cotton@jacobs.com. District contact info: Administrator: Jeff Stallard, Phone: 503-742-4694, Email: jstallard@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 District 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, to the extent caused by any negligent act or omission of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by

Contractor shall defend the claim in the name of District or any department of Clackamas County (“County”), nor purport to act as legal representative of District or County, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for District or County, nor shall Contractor settle any claim on behalf of District or County without the approval of the Clackamas County Counsel’s Office. District or County may, at their election and expense, assume their own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies except for Workers Compensation and Professional Liability. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

| |
|--|
| Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126. |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: with limits of \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input checked="" type="checkbox"/> Required – Professional Liability: with limits of \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: with limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage. |

The policy(s) shall be primary insurance as respects to the District except for Workers Compensation and Professional Liability. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it, except for Workers Compensation and Professional Liability. Any obligation that District agree to a waiver of subrogation is hereby stricken. Contractor can offer a waiver of subrogation on all insurance policies except for Professional Liability.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract

Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions.. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 and 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor

were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature page to follows

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

Jacobs Engineering Group Inc.

Water Environment Services



Authorized Signature Date

Chair Date

Patrick Van Duser, Designated Manager
Name / Title (Printed)

Recording Secretary

064469-83
Oregon Business Registry #

Approved as to Form:

FBC/ Delaware
Entity Type / State of Formation



County Counsel 10/4/21
Date

EXHIBIT A
Clackamas Water Environment Services
Tri-City WRRF Outfall Diffuser Improvements – P632241

Contents

- Background
- Task 1 Project Management
- Task 2 Owner Representative Services
 - Task 2.1 Procurement - Design Builder Qualification Based Selection
 - Task 2.2 Owner Representative Services during Pre-Construction
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- Task 3 Permitting
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Background

Clackamas Water Environment Services (District) has selected Jacobs Engineering Group Inc. (Consultant) to provide Owner’s Representative Services related to design and construction of a new wastewater treatment plant outfall and diffuser from the Tri-City Water Resource Recovery Facility (WRRF) to the Willamette River. Under separate contract (Tri City WRRF Willamette River Outfall Project, RFP #22021-09), CH2M HILL Engineers, Inc. (now a wholly owned subsidiary of Jacobs Engineering Group) provided preliminary design and related permitting services to the County and during the course of delivery of that separate scope, the District elected to proceed in a Progressive Design Build (PDB) project delivery approach for the new outfall and diffuser. Jacobs Engineering Group Inc. proposed through a publicly advertised competitive selection process and was selected and awarded the work described herein. Work of this scope makes use of certain completed work products delivered under the RFP #2021-09 contract, and transfers work in-progress from the prior work. The District intends to conclude the prior work and proceed with new services under this new contract.

This scope is divided into in three phases. Work in **Phase 1** includes scope elements that need to be advanced prior to having a PDB Consultant under contract. This includes assisting the District with the selection of a design builder, initial project permitting coordination and development, and assisting the District with stakeholder outreach and communication about the Project. **Phase 2** will include work that can be advanced only once the PDB Consultant is on board, such as Owner’s Representative pre-construction services (Technical Review, Cost estimating, Risk

Management and GMP negotiations), diffuser design and additional permitting that requires a higher level of design definition. **Phase 3** will include preparing late applications for construction permits and providing Owner's Representative Services during construction. Work for Phase 2 and Phase 3 will be scoped under separate amendment.

General Assumptions:

- Documents, including TMs, meeting notes and agendas for all workshops, meetings, and teleconferences, will be provided in electronic format and posted to One Drive. Meeting Notes will be provided within 5 days following meeting.
- Meetings and workshops will be held virtually unless noted otherwise.

District Provided Services:

- District will pay pre-application and permit fees.
- District will provide a copy of the Oregon DSL waterway easement (lease) for the existing Tri-City WRRF outfall.
- District will obtain the signed land use affidavit from Oregon City planner and provide project owner's signature.
- District will provide any available Phase 1 ESA reports from property acquisition in the alignment.

Scope of Work

Task 1 Project Management

The purpose this task is to communicate about ongoing project progress with the District, manage the project team to meet project goals and tasks as described in this scope of work, establish and monitor compliance with project budget and schedule, and manage change as it occurs.

Progress Meetings and Updates: The Consultant project manager (PM) will meet with the District's PM regularly to review project progress and discuss upcoming work activities. The PM will document the calls with brief email summaries of work in progress, upcoming activities, and unresolved issues.

Project Execution Plan: A project execution plan will be prepared and used during the execution of this project work. Specific elements of the plan will include definition of the District and Consultant project organization, communication, document control, and file sharing and change management approach.

Schedule Development and Update: The current project schedule will be updated to establish the baseline for the work. It will be updated quarterly as the project advances to account for various updates on project design, permitting, construction constraints, and input from project stakeholders and permitting agencies.

Project Change: Should the project work deviate from the scope of work described in this document, the PM will discuss the need for change with the District PM. A project change documentation form will be prepared describing the reason for change, the addition or reduction of scope to be performed, and the budget/schedule impact. This form will be submitted to the District for approval.

Project Team Management and Direction: The PM will manage, coordinate, and integrate work of the Project team as required to deliver the project within budget and schedule.

Deliverables:

- Project deliverables Log
- Project Management Plan.
- Project Schedule with quarterly updates.
- Monthly project invoice with activity narrative.
- Completed change management forms, as needed, to document impacts of potential changes on level of effort and/or schedule.

Task 2 Owner Representative Services

Task 2.1 Procurement - Design Builder Qualification Based Selection

During the procurement phase the Consultant shall work with the District to develop a procurement process for the selection of a progressive design build Consultant.

Task 2.1.1 Prepare Request For Proposals

The Consultant will develop the draft RFP documents to be used. RFP documents will include the following:

- Notice of request for qualifications
- Instructions to proposers
- Scope of work
- Technical requirements
- Evaluation and selection criteria
 - Proposal requirements
- Background documentation:
 - Geotechnical Data Report
 - Conceptual Design Report
- Contract Documents:
 - General Conditions
 - Supplemental Conditions
 - Progressive Design-Build Contract

Consultant shall prepare a draft outline of the RFP for District review. Consultant shall draft the RFP and incorporate preliminary District comments on the outline. Following submission of the draft to the District, Consultant shall conduct a Procurement Workshop to review the draft RFP and address District comments and gaps to finalize the RFP. Additionally Consultant will work with the District and their Legal Counsel to develop a Progressive Design-Build Contract using EJCDC or Water Design Build Council standard form of contract. The Consultant shall review General and Supplemental Conditions prepared by the District and assemble the complete set of contract documents for the RFP.

Assumptions:

- District Legal Council will be responsible for legal review of the Progressive Design-Build Contract.

Deliverables:

- Draft and Final RFP.

- Draft and Final Progressive Design-Build Contract.

Task 2.1.2 Assist with Procurement

Consultant shall support the District in responding to questions during the RFP process and preparing RFP addenda. 30 hours are estimated for task.

Consultant shall assist with the pre-bid meeting, through the development of meeting agenda and supporting presentation materials. Consultant will present an overall summary of the 30% design and address any technical questions that arise.

Consultant shall assist the District with review and scoring of the proposals. Consultant shall assist in preparing for and participating in the selection interviews of two highest ranked proposers as non-voting members. District will lead the interviews.

Assumptions:

- District will lead the Pre-Bid Meeting and interviews
- District will prepare proposal and interview evaluation report.
- Preparation time is included for four 1-hr meetings that include:
 - Pre-bid meeting
 - Two proposer interviews
 - Selection evaluation meeting
- One Consultant staff shall participate in the interviews.
- Three proposals will be reviewed.

Deliverables:

- RFP addenda
- Pre-bid meeting agenda and supporting materials.
- Comments and proposal scoring

Task 2.1.3 Assistance with Final Contract and Award

The Consultant shall work with the District in finalizing the SOW and changes in contract documents submitted by the successful proposer.

Deliverables:

- Redline and recommendations from review of SOW submitted by selected proposer.
- Redline of draft contract with recommendations and comments.

Task 3 Permitting

The permitting subtasks are organized to reflect work associated with the permits list in the preliminary Permitting Matrix developed for the Tri-City WRRF Willamette River Outfall Project. Consequently, the Consultant shall provide the following environmental compliance and permitting services by Project Phase.

General Assumptions:

1. National Environmental Policy Act (NEPA) compliance will be incidental to the acquisition of the federal Section 10/404 permits and approvals. The NEPA classification will be Categorical Exclusion (CE). Consultant will not be required to provide additional documentation for NEPA.

2. The Joint Permit Application (JPA), Endangered Species Act (ESA) Biological Assessments (BA), and U.S. Coast Guard (USCG) permit applications will be based on the pipeline corridor defined in the Engineering Report and schematic drawings.
3. Agency and permitting meetings will occur in the greater Portland Metro area or virtually.

Task 3.1 Permitting Coordination

Task 3.1.1 Track Permit Status

The Consultant will use the project's Permitting Matrix prepared under the conceptual design contract to guide and track regulatory progress and needs throughout the permitting process. The matrix will be a living document during project implementation. The matrix will be a checklist for preparing construction specifications and may be used to monitor compliance during and after construction. The Permitting Matrix will be updated monthly to indicate status of regulatory efforts. The Consultant will also update permitting schedule monthly.

Deliverables:

- Permitting schedule and matrix with monthly updates

Task 3.1.2 Client Permitting Meetings

The Consultant permitting lead(s) shall meet with the District regularly to discuss permitting strategy, status, decisions and issues; clarify pipeline design and construction elements and assist in resolving issues related to permitting processes as they arise.

Assumptions:

- Five one-hour monthly meetings are assumed for the duration of Phase 1.

Deliverables:

- Meeting notes with action items.

Task 3.1.3 Pre-Application Agency Meetings

The Consultant shall meet and coordinate on permit applications with permitting agencies and stakeholders (e.g., Tribes, ODOT). This task will include pre-application meetings with representatives of key regulatory agencies. Agencies with the longest application review timeframes and with the greatest potential influence on the project will be requested to participate. These meetings will provide a platform to discuss design considerations and constraints for the pipeline and outfall recommended design alternative.

External Agency meetings will include:

- A meeting with the USACE will help clarify their interpretation of their National Historic Preservation Act Section 106 jurisdiction.
- A meeting with key regulatory agencies that may including USACE, NMFS, USFWS, Oregon Department of Fish and Wildlife (ODFW) to review the project design and anticipated environmental requirements.
- A meeting with the City of Oregon City to verify applicable land use permits and determine whether conditional uses will be required.

To support these pre-application meetings, the Consultant shall develop and provide graphics and/or electronic presentation slides that depict the site, the project, and design information

Assumptions:

- Scope assumes three 2-hour pre-application meetings

- Each meeting will be attended by up to three Consultant staff in Portland area.

Deliverables:

- Meeting agendas, materials and notes.

Task 3.1.4 Develop Project Narratives

The Consultant shall review previously prepared District facilities planning documents prepared by others for Tri-City WRRF and summarize the planning background. Consultant shall summarize project elements in the proposed action and identify all reasonably foreseeable WRRF projects and improvements that may be interdependent or interrelated and would not be conducted but for the Outfall Diffuser Improvements Project. This work includes the following scope items:

- Develop a concise project purpose and need description that will provide the underlying justification for the proposed action and permitting applications and could be used to support public communications and stakeholder involvement.
- *Describe construction work (i.e., best management practices (BMPs)) within waters and wetlands.*
- Identify the ways the project has avoided impacts, to the extent practicable, and describe conservation measures for minimizing environmental impacts,
- Describe potential *sources of fill material and disposal locations, if known.*
- *Estimate fill and removal volumes.*
- *Estimate construction timelines.*
- Describe resources in project area.
- Summarize the project specific criteria and alternatives analysis.
- Prepare a description of possible project construction methods (e.g., auger bore, cofferdam).

Consultant shall prepare draft for district review and address district comments in final.

Assumptions:

- Compensatory mitigation will not be required for the proposed construction of permanent structures in waters of the U.S.
- Fish Passage Plan for ODFW will not be required.
- Detailed descriptions or analysis of special discretionary regulatory topics (e.g., toxicity of pharmaceuticals, personal care products, or plasticizers in effluent; indirect effects of the project on urbanization and increased impervious surface area) are not included.

Deliverables:

- Draft and final project description narratives

Task 3.2 Federal Permits

Task 3.2.1 Supporting Reports for Agency Concurrence

Initial environmental and permitting work includes the completion of activities initiated under the Tri City WRRF Willamette River Outfall Project Conceptual Design. These activities include Wetland and Ordinary High-Water Mark (OHWM) Delineation and Assessment, Phase 1 Environmental Site Assessment (ESA), and Level 1 Archaeological Investigation and Pedestrian Survey Report.

DSL Concurrence – Consultant shall submit the *Wetland and OHWM Delineation and Assessment* to DSL for their review, respond to DSL comments and revise delineation and assessment report, if requested. Consultant shall verify Ordinary Low Water Elevation to determine state ownership.

USACE and State Historic Preservation Office (SHPO) Review - Consultant shall submit *Cultural Resource Background Research and Reconnaissance Survey Results* to USACE Joint Permit Application and the SHPO for review and concurrence. Consultant shall respond to comments from USACE. After comments are addressed, Consultant shall respond to SHPO and Tribe comments resulting from USACE consultation with them.

Assumptions:

- One round of comments is assumed from USACE.
- One round of comments is assumed from SHPO and Tribes.
- Wetland and waters functional assessment shall use best professional judgment because the *Oregon Stream Function Assessment Method* does not apply to the Willamette River.
- Reports will be submitted electronically, and no hard copies will be required.
- Agency comments by USACE and SHPO on the *Cultural Resource Background Research and Reconnaissance Survey Results*, and addendum, will not require additional survey or analysis.

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Deliverables:

- Copies of resource agency email correspondence with electronic files of reports.

Task 3.2.2 Sediment Conditions

The Consultant shall prepare a Level 1 Sediment Evaluation Technical Memorandum (TM) conforming to the interagency *Sediment Evaluation Framework for the Pacific Northwest* (SEF-PNW). The evaluation shall be based on existing available Willamette River sediment evaluations by others and known historical uses of the river in the project vicinity. The TM will be used to support a position that no sediment sampling and analysis will be required by regulatory agencies for this project. The Consultant shall review the draft TM with the District, finalize and submit the TM to the USACE for review and determination for further testing.

Assumptions:

- Sediment sampling will not be required.

Deliverables:

- Draft and Final Level 1 Sediment Evaluation
- Written response to USACE comments with revised Final report to USACE if required.

Task 3.2.3 Clean Water Act Section 404 Dredge/Fill (USACE)

The project will require a permit from the USACE in accordance with the Rivers and Harbors Act (Section 10) and the Clean Water Act (Section 404). The project may qualify for a USACE Nationwide Permit #58 (Utility Line Activities for Water and Other Substances) and other Nationwide permit(s).

The purpose of this task is to prepare the Joint Permit Application (JPA) for submittal to the USACE. The JPA is required for Section 10, Section 404, and other permits. This task includes preparation of impact analysis under Section 404(b)(1) of the Clean Water Act and associated graphics for the JPA. The Consultant will develop the draft JPA based on the preliminary design and update it with elements from the 30% design to cover aspects of in-water construction. The Consultant shall coordinate with the project team to incorporate the project description narratives, mitigation and restoration plans, Endangered Species Act (ESA) Biological Assessments (BA), and cultural resources report into the JPA. ESA, BA and Cultural Resources Documents are prepared under separate tasks. The draft JPA will be submitted to the District for review and a final JPA will incorporate District comments. A revised final JPA will incorporate DSL and USACE comments.

JPA preparation will require supporting information for restoration and mitigation. Consultant shall prepare a Restoration/Mitigation Plan in accordance with USACE, NMFS, USFWS, DEQ, and ODFW restoration standards and the rationale for choosing that approach. The plan will describe the construction methods used to restore and self-mitigate temporary impacts to waters, and Natural Resource Overlay District buffers (i.e., Vegetated Corridors).

The Consultant shall provide a restoration plan for temporary construction impacts, including conceptual streambank/riparian restoration plans at the Willamette River. The restoration plan will complement other JPA narratives and provide an ecological assessment of the proposed self-mitigating measures and restoration measures, a list of BMPs, conceptual plans for the areas impacted and methods to restore the impacted areas to existing or other acceptable conditions. The draft restoration plan will be submitted to the District for review and a final plan will incorporate District comments. Consultant shall respond to one round of DSL and USACE comments on the Restoration Plan.

This task includes up to 24-hours of permit coordination time with regulatory agencies.

Assumptions:

- Scope assumes that the Project will not require an Individual Permit and that a Nationwide Permit can be used.
- Project permit appeals are excluded.
- Project permanent impacts to Waters of the US (Willamette River) will not exceed the threshold of 0.5 acre.
- The previously prepared wetland delineation will be sufficient for estimating impacts. Consultant will use the USACE-estimated ordinary high-water mark (OHWM) elevation to determine Willamette River jurisdiction.
- All water impacts will be temporary, and the riverbed and riverbank will be restored to its pre-existing contours. Purchase of compensatory mitigation credits from a mitigation bank will not be required and is not included.
- Figures required for the JPA will draw on work prepared under the predesign contract.
- Rivers & Harbors Act Section 10 (USACE) will be performed simultaneously with this task (Clean Water Act Section 404 Dredge/Fill).
- The project will not affect USACE-owned or managed Section 408 resources.
- The Project will not require an applicant Environmental Assessment NEPA document.
-
- Scope does not include Restoration and Mitigation plan updates beyond 30% design.
- The USACE will concur that temporary project impacts are adequately mitigated by restoring impacted areas to their pre-construction conditions, as proposed in the restoration plan, and will not require additional compensatory mitigation.

Deliverables:

- Draft and final restoration.
- Draft and final JPA.
- Revised final JPA with Restoration Plan incorporating USACE and DSL comments.

Task 3.2.4 Rivers & Harbors Act 33 USC 408 (USACE)

The District must obtain authorization from the USACE pursuant to Section 14 of the Rivers and Harbors Act of 1899 and codified in 33 USC 408 (commonly referred to as "Section 408") if the proposed project would use or alter an occupied USACE Civil Works project.

Consultant shall prepare an e-mail request for USACE Section 408 review and Section 408 Tracking Database search for USACE Civil Works in the outfall project area. The request will include a project description and graphics showing the location and extents of construction activities.

Consultant will seek a Section 408 Alteration Determination regarding project effects on Civil Works projects.

Assumptions:

- The Project area does not overlap with any USACE civil work projects (i.e.: levees, dikes, navigation channels), and no Section 408 properties will be affected by the project. The Project will not affect a federal navigation channel, levee/earthen dike, channel marker, pile dike, or other federal property. No further 408 engineering review or permission to alter will be required from the USACE.

Deliverable:

- Draft and Final Section 408 application incorporating District comments submitted to USACE.

Task 3.2.5 Endangered Species Act Section 7 and Magnuson-Stevens Act Consultation (NMFS & USFWS)

Receipt of a USACE permit requires project compliance with the federal Endangered Species Act (ESA) and Magnuson-Stevens Act (MSA). Consultant shall perform ESA Section 7 and MSA consultation with NMFS.

It is unknown whether NMFS will allow project use of the SLOPES Programmatic Biological Opinion for ESA incidental take permitting, or whether an individual project biological assessment/opinion will be required. This subtask assumes that the Consultant will need to prepare a Biological Assessment (BA) and that NMFS will prepare a Biological Opinion (BO).

The Consultant shall informally consult with NMFS to obtain agreement on the area of potential effect, affected species and critical habitats, and format of the BA.

Consultant shall prepare a draft ESA biological assessment using the draft Engineering Report for the site-specific biological and physical data. Consultant shall use the NMFS SLOPES Programmatic BO as the basis for impact assessment, as appropriate, to facilitate review of the BA by NMFS. Consultant shall respond to one round of NMFS comments on the ESA biological assessment and up to 40 hours are included in the budget to respond to comments.

Assumptions:

- SLOPES Programmatic BO cannot be used.
- Protocol surveys for ESA species will not be conducted.

- Drafting of contract special provisions to avoid, minimize, or mitigate for Project impacts on listed species are not included in this task.
- Riparian area replacement mitigation will not be required.

Deliverables:

- Draft and final ESA biological assessment.
- Revised final ESA biological assessment addressing comments from the NMFS and USACE.

Task 3.3 State Permits

Task 3.3.1 Removal-Fill (DSL)

The Joint Permit Application for DSL Removal Fill will be prepared simultaneously with the Clean Water Act Section 404 Dredge/Fill task. The same application form is used for both DSL and the USACE. DSL concurrence with the Wetland Delineation will be tracked under this task. The Consultant will track and respond to DSL specific questions and comments.

Task 3.3.2 Clean Water Act Section 401 Water Quality Certification (USACE/DEQ)

The purpose of this task is to complete an application for the Section 401 Water Quality Certification from Oregon Department of Environmental Quality (DEQ). The Consultant shall prepare and submit a pre-filing meeting request, participate in a pre-filing meeting if requested by DEQ, and submit a complete application packet including a copy of the Joint Permit Application prepared for the USACE Section 404 and DSL Removal-Fill permits, additional Section 401 submittal requirements, and the City Land Use Compatibility Statement.

The following activities are included:

- Prepare documentation for the Pre-Filing Meeting Request Form for submittal on the DEQ Website including a brief project description, description of wetlands and waters on-site, and associated maps and figures.
- Complete and submit the Pre-Filing Meeting Request Form on the DEQ website at least 30-day prior to application submittal.
- Participate in one Pre-Application Meeting if requested by DEQ.
- Prepare DEQ-required Supplemental Information.
- Prepare and submit a request for a Land Use Compatibility Statement from the City using the required *State of Oregon Department of Environmental Quality Land Use Compatibility Statement* form.
- Prepare Application submittal package to include the following:
 - o A copy of the Joint Permit Application prepared for USACE Section 404 and Oregon Removal-Fill permits.
 - o Additional Section 401 Submittal Requirements.
 - o Completed City Land Use Compatibility Statement from the City.
- Submit Application to DEQ concurrently with submittal of the USACE Section 404 and Oregon Removal-Fill Permit Applications.

Assumptions:

- The Joint Permit Application will be prepared under separate task item in this scope of work.
- The District will provide application and permit fees.

Deliverables:

- Pre-Filing Meeting Request

- Application Submittal Package to include the Joint Permit Application, additional section 401 requirements, and the City Land Use Compatibility Statement.

Task 3.3.3 Utility Easement for State-Owned Submerged Lands (DSL)

The Consultant shall prepare an application for a long-term easement to operate and maintain the effluent outfall diffuser on State-Owned Aquatic Lands in the Willamette River. The application will include legal descriptions and graphic exhibits. The Consultant will record the easement upon DSL approval.

Assumptions:

- A new or modified DSL long-term easement to operate and maintain the existing effluent outfall will not be required.
- District will pay application and easement recording fees.
- Land surveying will not be required.

Deliverable:

- Draft and final long-term aquatic lands easement application.

Task 3.4 City of Oregon City Permits

Task 3.4.1 Assessment of Oregon City Code (OCC) and Pre-Application Conference

The proposed project is anticipated to trigger a Type III land use approval process with the City of Oregon City. The Type III review process requires a formal preapplication conference per Oregon City Code (OCC) 17.50.050. The preapplication conference allows the project team to meet with representatives of the relevant City of Oregon City departments to identify issues and requirements associated with the proposed development. At the preapplication meeting, City of Oregon City staff will confirm permitting requirements associated with the project. Prior to the preapplication meeting, the Consultant shall prepare and submit a completed application form, project narrative, and preliminary development plans. Specifically, for this task, the Consultant shall:

- Complete the application form.
- Prepare a narrative describing the project listing applicable planning and development code provisions and documenting questions that the project team and District have for County staff to discuss at the preapplication conference.
- Provide the draft preapplication submittal to the District and incorporate comments.
- Compile for District to submit the final application submittal to the City of Oregon City.
- Coordinate the scheduling of the preapplication conference with the project team.
- Prepare for and participate in a one-hour preapplication conference.

Assumptions:

- District will lead coordination with City of Oregon City.
- Three Consultant staff (a senior planner, Project Manager/senior designer, and a senior biologist) will attend the 1-hour preapplication conference and will provide the pre-application conference summary report to the project team and the District when provided by the City of Oregon City.

Deliverables:

- Draft and final pre-application conference form.

Task 4 Public Involvement and Outreach Support

The purpose of the public involvement program is to support the District to inform the general public about the Tri-City WRRF Outfall and Effluent Pipeline Project purpose, need and benefits; and provide opportunity for impacted, interested stakeholders to provide input that informs the permitting, design and mitigation process. Throughout the project related engagement efforts, the Consultant will also aim to accomplish the District's communication goals.

General Assumption: The budget provided for this task is an allocation to support the District in the continued outreach to Project stakeholders. It is anticipated that additional scope and funds will be required to fully support the District in this Task 4 through the duration of the Project.

Task 4.1 Public Involvement and Outreach Plan

A Public Involvement and Outreach Plan was prepared in June 2020 under the predesign contract to guide outreach and communications for the project. The plan describes how the consultant team and WES will engage with the general public and special interest stakeholder groups, such as recreational water users, environmental groups, and impacted property owners. The Consultant will update the previously developed public involvement plan to identify new stakeholders, necessary outreach, and create a proposed outreach timeline for the Project.

Assumptions:

- Future updates of the public involvement plan may be required as the project progresses, as permitting work is advanced and additional stakeholder communications are initiated. Future updates are not included in this scope.

Deliverables:

- Revised Public Involvement and Outreach Plan.
- Ongoing Project Web Page Hosting

Task 4.2 Assist with Open House

The Consultant shall prepare content updates for one online webinar, utilizing existing content and previously created video and supporting materials upon request. The purpose of the open house will be to provide a Project update to the public and stakeholders. Consultant shall provide online technology and a short event summary.

Assumptions:

- The District will conduct the promotion and outreach for the webinar.

Deliverables:

- Open House summary documentation.

Task 4.3 Provide Focused Outreach

Consultant shall support the District in reaching out to key stakeholders identified in the Public Involvement and Outreach Plan. Public outreach and stakeholder engagement support is anticipated to focus on project proponents such as ODOT, the City of Oregon City, the Cove property, Oregon City Park users, the Tribes, Sportsman's Landing Marina users and local fishing interests.

Consultant shall make design changes to District-supplied content or supply design files to the District.

Task 5 Quality Management

The Purpose of this task is to monitor the quality of the project with internal quality assurance/quality control (QA/QC) reviews. The Consultant will identify a QC Manager to engage QA/QC personnel and manage internal QA/QC review activities with a senior review team.

A Quality Management Plan (QMP) will be prepared for the project. Key features of the QMP will include a single point of contact responsible for all quality management. An independent quality review performed by discipline-specific quality reviewers to provide critical analysis without bias.

Quality review documentation will demonstrate that quality review process is complete and review comments are adequately addressed as a component of the overall records management system. The following documentation will be prepared, collected, and properly stored in the project records system:

- Quality review forms used during internal quality reviews and issue tracking forms used to document those issues.
- Review forms used by the District to document review comments.
- Review-related correspondence with District staff and other external agencies or entities.

A QC review will be performed on permitting, contract and public outreach deliverables described in the scope of work for Tasks 2, 3 and 4.

Task 6 Environmental Studies

Task 6.1 Prepare Phase 1 Environmental Site Assessment (ESA)

Consultant shall prepare a Phase I ESA for the selected outfall alignment. The Phase I ESA will be completed to identify potential Recognized Environmental Conditions (RECs) in the project footprint. The scope of the Phase I ESA is as follows:

- Review readily available geotechnical reports, environmental reports, and/or other relevant documents pertaining to environmental conditions along the alignments.
- Review historical aerial photographs, fire insurance maps, building department records, city directories, chain-of-title reports, and land use and tax assessor records as available and appropriate to identify past development history on, and adjacent to, the alignments relative to the possible use, generation, storage, release, or disposal of hazardous substances.
- Attempt to identify historical to present day uses along the alignments.
- Identify data gaps relative to site historical use.
- Use data from Geotechnical Data Report prepared during preliminary design to describe the physiographic setting of the alignments, and provide a statement on the local geologic, soil, and groundwater conditions based on our general experience and such sources as geologic maps and soil surveys.
- Identify the source(s) of potable water heating and sewage disposal system(s) previously used along the alignments, if any.
- Identify a key person with specific knowledge of the past and present use of the alignments and ask that person to meet for an on-site interview during the visual site reconnaissance. If the key person is not available during the site reconnaissance, conduct the interview by telephone. Interview others familiar with the past and present uses of the alignment and its vicinity, including the current property owner(s) and occupants of neighboring properties, only as necessary to gather information or fill site use data gaps regarding the site.
- Interview past owners and occupants of the alignments, only as necessary to gather information or fill site use data gaps regarding site use history. Interview a representative of the local fire department, health department, and/or the Department of Environmental Quality (DEQ) as necessary to gather information or to fill data gaps regarding the history of the site and surrounding properties relative to the likely presence of hazardous substances.

- Conduct a visual reconnaissance of the alignments and adjacent properties to identify visible evidence of Recognized Environmental Conditions (RECs).
- Review the results of a federal, state, local, and Tribal environmental database search provided by an outside environmental data service for listings of sites with known or suspected environmental conditions on or near the subject alignments within the search distances specified by the American Society for Testing and Materials (ASTM).
- Review regulatory agency files regarding listed sites of potential environmental concern relative to the subject alignments, as available and appropriate.
- Provide a written summary of the ESA results and identified RECs along with our opinion and recommendations regarding the potential for contamination by hazardous substances along the alignments and the significance of any data gaps identified.

Consultant shall submit a draft report for District comments and finalize report incorporating comments received.

Assumptions:

- The Phase I ESA will be completed in general accordance with the ASTM Standard E1527-13 and the U.S. Environmental Protection Agency Title 40 Code of Federal Regulations (CFR) Part 312 Standards and Practices for All Appropriate Inquiries.
- Services do not include subsurface investigation, sampling and/or analysis of soil and/or groundwater, or a hazardous materials survey for lead-based paint, asbestos-containing materials, mold, or radon.
- Findings will not identify RECs for the Project corridor, and further consultation concerning hazardous material issues will not be required after the ESA is finalized.
- No field investigations will be required.

Deliverables:

- Draft and Final Phase 1 ESA report.

**Tri City Water Resource Recovery Facility (WRRF) Willamette River Outfall
Clackamas County, Water Environmental Services (WES)
Level of Effort Estimate Summary**

| Task No. | Task/Subtask | Labor Hrs | Jacobs Labor Costs | Jacobs Expenses | JLA with 5% Markup | Top Task Summary |
|------------|---|-----------|--------------------|-----------------|--------------------|------------------|
| 1.0 | Project Management | 172 | \$ 41,600 | \$ - | \$ - | \$ 41,600 |
| | External Progress Meetings and Updates | 40 | \$ 9,800 | \$ - | \$ - | \$ 9,800 |
| | Project Execution Plan | 8 | \$ 1,840 | \$ - | \$ - | \$ 1,840 |
| | Schedule Development and Internal Project Controls | 12 | \$ 2,880 | \$ - | \$ - | \$ 2,880 |
| | Project Change | 44 | \$ 10,840 | \$ - | \$ - | \$ 10,840 |
| | Internal Project Team Management and Direction | 68 | \$ 16,240 | \$ - | \$ - | \$ 16,240 |
| 2.0 | Owner's Advisor Services | 528 | \$ 112,334 | \$ 200 | \$ - | \$ 112,534 |
| 2.1 | Design Builder Qualification Based Selection | - | \$ - | \$ - | \$ - | \$ - |
| 2.1.1A | Draft RFQ and with Procurement Documents | 162 | \$ 33,171 | \$ - | \$ - | \$ 33,171 |
| 2.1.1B | Draft Contract Preparation | 58 | \$ 14,018 | \$ - | \$ - | \$ 14,018 |
| 2.1.2 | Procurement and Selection | 184 | \$ 37,371 | \$ 200 | \$ - | \$ 37,571 |
| 2.1.3 | Final Contract Preparation | 124 | \$ 27,775 | \$ - | \$ - | \$ 27,775 |
| 3.0 | Permitting | 1,352 | \$ 261,059 | \$ 2,700 | \$ - | \$ 263,759 |
| 3.1 | Permitting Coordination | | | | | |
| 3.1.1 | Track Permit Status | 44 | \$ 8,004 | \$ - | \$ - | \$ 8,004 |
| 3.1.2 | Client Permitting Meetings | 120 | \$ 25,989 | \$ 1,000 | \$ - | \$ 26,989 |
| 3.1.3 | Pre-Application Agency Meetings | 56 | \$ 11,475 | \$ 1,000 | \$ - | \$ 12,475 |
| 3.1.4 | Develop Project Narratives | 136 | \$ 27,703 | \$ 500 | \$ - | \$ 28,203 |
| 3.2 | Federal Permits | | | | | |
| 3.2.1 | Supporting Reports for Agency Concurrence (DSL/SHPO) | 60 | \$ 11,587 | \$ - | \$ - | \$ 11,587 |
| 3.2.2 | Sediment Conditions | 100 | \$ 21,068 | \$ - | \$ - | \$ 21,068 |
| 3.2.3 | Clean Water Act Section 404 Dredge/Fill (Corps) | 164 | \$ 33,335 | \$ - | \$ - | \$ 33,335 |
| 3.2.4 | Rivers & Harbors Act 33 USC 408 (Corps) | 24 | \$ 5,057 | \$ - | \$ - | \$ 5,057 |
| 3.2.5 | Endangered Species Act Section 7 and Magnuson-Stevens Act Consultation (NMFS & USFWS) | 320 | \$ 60,645 | \$ - | \$ - | \$ 60,645 |
| 3.3 | State Permits | | | | | |
| 3.3.2 | Wetland Removal-Fill (DSL) | 80 | \$ 12,349 | \$ - | \$ - | \$ 12,349 |
| 3.3.3 | Clean Water Act Section 401 Water Quality Certification (Corps/DEQ) | 92 | \$ 15,979 | \$ - | \$ - | \$ 15,979 |
| 3.3.4 | Utility Easement for State-Owned Submerged Lands (DSL) | 90 | \$ 15,964 | \$ - | \$ - | \$ 15,964 |
| 3.4 | City of Oregon City Permits | | | | | |
| 3.4.1 | OC Code Assessment and Pre-Application Conference | 66 | \$ 11,906 | \$ 200 | \$ - | \$ 12,106 |
| 4.0 | Public Involvement and Outreach Support | 15 | \$ 3,450 | \$ - | \$ 11,550 | \$ 15,000 |
| 4.1 | Public Involvement and Outreach Plan | 2 | \$ 460 | \$ - | \$ 3,150 | \$ 3,610 |
| 4.2 | Open House | 3 | \$ 690 | \$ - | \$ 3,150 | \$ 3,840 |
| 4.3 | Focussed Outreach | 10 | \$ 2,300 | \$ - | \$ 5,250 | \$ 7,550 |
| 5.0 | Quality Management | 56 | \$ 14,440 | \$ - | \$ - | \$ 14,440 |
| 5.1 | Quality Management - Phase 1 | 56 | \$ 14,440 | \$ - | \$ - | \$ 14,440 |
| 6.0 | Environmental Studies | 86 | \$ 14,735 | \$ 400 | \$ - | \$ 15,135 |
| 6.1 | Phase 1 Environmental Site Assessment | 86 | \$ 14,735 | \$ 400 | \$ - | \$ 15,135 |
| | Total Staff Labor hours | 2,123 | \$ - | \$ - | \$ - | \$ - |
| | Total Staff Labor(\$) | | \$ 432,883 | \$ 2,900 | \$ 11,550 | \$ 462,468 |

Tri City Water Resource Recovery Facility (WRRF) Willamette River Outfall
 Clackamas County, Water Environmental Services (WES)
 Level of Effort Estimate

| Task # | Task/Subtask | Project Manager | Principal-in-Charge | PDB Lead | Mid Level Engineer | Jr Engineer | NPDES Permitting | Environmental Permitting Strategy | ESA Biological Assessment and Other Permits | Wetland Delineation | Permitting Support | Permitting Lead | Cultural Resources | Local City Permits | ODOT Liaison | Pipeline | Trenchless Technology | CAD | GIS | Project Assistant | Survey | Editor | Labor Hrs | Jacobs Labor Costs | Jacobs Expenses | Stakeholder Engagement (JLA) | Total Subs with 5% Markup | Top Task Summary | | | | | | |
|--------|---|-----------------|---------------------|------------|--------------------|------------------|------------------|-----------------------------------|---|---------------------|--------------------|-----------------|--------------------|--------------------|--------------|------------------|-----------------------|---------------|-----------|-------------------|---------------|--------------|----------------|--------------------|-----------------|------------------------------|---------------------------|------------------|------------|------------|-----------|-----------|------------|------------|
| | | Quiterie Cotten | Terry Krause | Phil Sudol | Meabon Burns | Kathleen Mannion | Dave Wilson | Steve Mader | Sage Jensen | Peggy O'Neill | Samantha Newrick | Jake Ashford | Gretchen Gee | Carrie Andrews | Dave Sheldon | Michael Hoffmann | Jordan Grace | Ana Jovanovic | Phil Ryan | Byrl Thompson | Robert Martin | Carrie Steen | Sarah Jenniges | Marie Rose | Ken Kong | John Hall | | JLA | 5% | | | | | |
| 1.0 | Project Management | 104 | 68 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 172 | \$ 41,600 | \$ - | \$ - | \$ - | \$ 41,600 |
| 2.0 | Owner's Advisor Services | 36 | 22 | 188 | 104 | 72 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 528 | \$ 112,334 | \$ 200 | \$ - | \$ - | \$ 112,534 |
| 2.1 | Design Builder Qualification Based Selection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1.1A | Draft RFQ and with Procurement Documents | 8 | 4 | 40 | 32 | 32 | | | | | | | | | | | | | | | | | | | | | | | 162 | \$ 33,171 | | | | \$ 33,171 |
| 2.1.1B | Draft Contract Preparation | 4 | 2 | 40 | | | | | | | | | | | | | | | | | | | | | | | | | 58 | \$ 14,018 | | | | \$ 14,018 |
| 2.1.2 | Procurement and Selection | 16 | 8 | 60 | 32 | 40 | | | | | | | | | | | | | | | | | | | | | | | 184 | \$ 37,371 | \$ 200 | | | \$ 37,571 |
| 2.1.3 | Final Contract Preparation | 12 | 8 | 48 | 40 | | | | | | | | | | | | | | | | | | | | | | | | 124 | \$ 27,775 | | | | \$ 27,775 |
| 3.0 | Permitting | 48 | - | 16 | 16 | - | 22 | 28 | 224 | 242 | 72 | 88 | 20 | 258 | 58 | 47 | 8 | 16 | - | - | - | 20 | 84 | - | 40 | 45 | | | 1,352 | \$ 261,059 | \$ 2,700 | \$ - | \$ - | \$ 263,759 |
| 3.1 | Permitting Coordination | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1.1 | Track Permit Status | 4 | | | | | | | | | | 20 | | 20 | | | | | | | | | | | | | | | 44 | \$ 8,004 | | | | \$ 8,004 |
| 3.1.2 | Client Permitting Meetings | | | | | | | 8 | 8 | 8 | | | 64 | 16 | 8 | | 8 | | | | | | | | | | | | 120 | \$ 25,989 | \$ 1,000 | | | \$ 26,989 |
| 3.1.3 | Pre-Application Agency Meetings | 4 | | | | | | | 8 | 4 | | | 16 | 4 | | | 8 | | | | | | | | | | | | 56 | \$ 11,475 | \$ 1,000 | | | \$ 12,475 |
| 3.1.4 | Develop Project Narratives | 16 | | 16 | 8 | | 16 | 4 | 4 | 8 | | 12 | | 20 | 8 | 8 | | | | | 8 | 8 | | | | | | | 136 | \$ 27,703 | \$ 500 | | | \$ 28,203 |
| 3.2 | Federal Permits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.1 | Supporting Reports for Agency Concurrence (DSL/SHPO) | | | | | | | | 4 | 24 | | | | 8 | 24 | | | | | | | | | | | | | | 60 | \$ 11,587 | | | | \$ 11,587 |
| 3.2.2 | Sediment Conditions | 4 | | | | | 2 | 2 | | | | 20 | 60 | | | | | | | | | | | | | | | | 100 | \$ 21,068 | | | | \$ 21,068 |
| 3.2.3 | Clean Water Act Section 404 Dredge/Fill (Corps) | 4 | | | | | | | | 80 | | | 36 | 4 | | | 8 | | | | | | 16 | | | | | 164 | \$ 33,335 | | | | \$ 33,335 | |
| 3.2.4 | Rivers & Harbors Act 33 USC 408 (Corps) | | | | | | | | | 24 | | | | | | | | | | | | | | | | | | | 24 | \$ 5,057 | | | | \$ 5,057 |
| 3.2.5 | Endangered Species Act Section 7 (NMFS & USFWS) | 4 | | | 8 | | | 4 | 200 | | 40 | 16 | | 16 | | | | | | | | 16 | | | | | | 320 | \$ 60,645 | | | | \$ 60,645 | |
| 3.3 | State Permits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.3.1 | Wetland Removal-Fill (DSL) | | | | | | | 2 | | 24 | 32 | | | 4 | 2 | | | | | | | 16 | | | | | | | 80 | \$ 12,349 | | | | \$ 12,349 |
| 3.3.2 | CWA Section 401 Water Quality Certification (Corps/DEQ) | | | | | | 4 | 4 | | 40 | | 40 | | | | | | | | | | 4 | | | | | | | 92 | \$ 15,979 | | | | \$ 15,979 |
| 3.3.3 | Utility Easement for State-Owned Submerged Lands (DSL) | 4 | | | | | | | | 30 | | | | 8 | | | | | | | | 8 | | | 40 | | | | 90 | \$ 15,964 | | | | \$ 15,964 |
| 3.4 | City of Oregon City Permits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.4.1 | OC Code Assessment and Pre-Application Conference | 8 | | | | | | | | | | | | 6 | | 31 | | | | | | 12 | 4 | | | | | | 66 | \$ 11,906 | \$ 200 | | | \$ 12,106 |
| 4.0 | Public Involvement and Outreach Support | 15 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | \$ 3,450 | \$ - | \$ 11,000 | \$ 11,550 | \$ 15,000 |
| 4.1 | Public Involvement and Outreach Plan | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | 2 | \$ 480 | \$ 3,000 | \$ 3,150 | \$ 3,610 | |
| 4.2 | Open House | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | 3 | \$ 690 | \$ 3,000 | \$ 3,150 | \$ 3,840 | |
| 4.3 | Focussed Outreach | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | 10 | \$ 2,300 | \$ 5,000 | \$ 5,250 | \$ 7,550 | |
| 5.0 | Quality Management | | | | | | | | | | | | | | | | | | | | | | | | | | | | 56 | \$ 14,440 | \$ - | \$ - | \$ - | \$ 14,440 |
| 5.1 | Quality Management - Phase 1 | 4 | 24 | | | | | 24 | | | | | | 60 | 4 | | 4 | | | | | | | | | | | | 56 | \$ 14,440 | | | | \$ 14,440 |
| 6.0 | Environmental Studies | 4 | | | | | | 2 | | | | | 60 | 4 | | | 4 | | | | | | | | | | | | 86 | \$ 14,735 | \$ 400 | \$ - | \$ - | \$ 15,135 |
| 6.1 | Phase 1 Environmental Site Assessment | 4 | | | | | | 2 | | | | | 60 | 4 | | | 4 | | | | | | | | | | | | 86 | \$ 14,735 | \$ 400 | \$ - | \$ - | \$ 15,135 |
| | Total Staff Labor hours | 207 | 114 | 204 | 120 | 72 | 22 | 54 | 224 | 242 | 72 | 88 | 80 | 262 | 58 | 47 | 8 | 20 | | | | 20 | 84 | 12 | 40 | 113 | | | 2,123 | | | | | |
| | 2021 Labor Rates | \$230 | \$260 | \$260 | \$188 | \$130 | \$230 | \$260 | \$211 | \$211 | \$95 | \$124 | \$152 | \$230 | \$160 | \$177 | \$98 | \$230 | \$260 | \$230 | \$230 | \$135 | \$155 | \$78 | \$141 | \$194 | | | | | | | | |
| | Total Staff Labor(\$) | \$ 46,690 | \$ 29,640 | \$ 53,040 | \$ 22,585 | \$ 9,361 | \$ 5,060 | \$ 13,520 | \$ 47,176 | \$ 50,990 | \$ 6,847 | \$ 10,931 | \$ 3,044 | \$ 59,340 | \$ 9,298 | \$ 8,305 | \$ 785 | \$ 3,680 | \$ 1,040 | \$ 3,220 | \$ 6,440 | \$ 2,697 | \$ 13,061 | \$ 936 | \$ 5,639 | \$ 19,559 | | \$ 432,883 | \$ 447,618 | \$ 3,300 | \$ 11,000 | \$ 11,550 | \$ 462,468 | |