

June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Accept a Grant Award with Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association (OPCA) for support COVID-19 vaccination efforts

<b>Purpose/Outcomes</b>	One-time funding for a six-month period to fund activities that directly support safety net partner's ability to vaccinate their patients and the community they serve.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$100,000.
<b>Funding Source</b>	Oregon Primary Care Association (OPCA). No County General Funds are involved.
<b>Duration</b>	Effective April 1, 2021 and terminates on September 30, 2021
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	1. May 18, 2021 2. KR
<b>Procurement Review</b>	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.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10112

**BACKGROUND:**

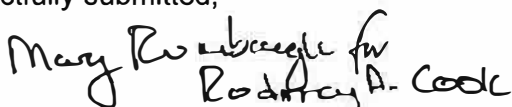
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Primary Care Association (OPCA) for Kaiser Permanente Safety Net Vaccine Equity Initiative funding. This invite-only grant opportunity supports activities that increase capacity to vaccinate patients and the community.

This Agreement has a maximum value of \$100,000. It is effective April 1, 2021 and terminates on September 30, 2021.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s

## 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:** HSS-Health Centers Division
Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No  
If renewal, complete sections 1, 2, & 4 only  
If Disaster or Emergency Relief Funding, EQC will need to approve prior to being sent to the BCC

**Name of Funding Opportunity:** Kaiser Permanente Safety Net Vaccine Equity Funding

**Funding Source:** Federal  State  Local

**Requestor Information (Name of staff person initiating form):** Erin De Armond-Reid

**Requestor Contact Information:** EReid@clackamas.us 503-723-4954

**Department Fiscal Representative:** Sarah Jacobson: sjacobson@clackamas.us 503-742-5303

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

**Brief Description of Project:**

Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association, invites Clackamas County Community Health Center to receive grant funding to support COVID-19 vaccination efforts.

**Name of Funding Agency:** Kaiser Permanente Northwest

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

**OR**

**Application Packet Attached:**  Yes  No

**Completed By:** Jennifer Stone 4/12/2021  
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>N/A</u>
Announcement Date:	<u>3/30/2021</u>	Announcement/Opportunity #:	<u>N/A</u>
Grant Category/Title:	<u>N/A</u>	Max Award Value:	<u>100,000</u>
Allows indirect/Rate:	<u>N/A</u>	Match Requirement:	<u>N/A</u>
Application Deadline:	<u>N/A</u>	Other Deadlines:	<u>4/7/2021</u>
Award Start Date:	<u>4/1/2021</u>	Other Deadline Description:	<u>Confirmation of Interest in funding opportunity</u>
Award End Date:	<u>9/30/2021</u>	Program Income Requirement:	<u>N/A</u>
Completed By:	<u>Jennifer Stone</u>		
Pre-Application Meeting Schedule:	<u>3/30/2021</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 grant supports our goal of providing treatment to vulnerable populations.

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

None, this is an invite-only grant opportunity to select health centers in the KP footprint.

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

The goals for this funding include: 1) Connecting patients to vaccinations as they become available; 2) Increasing rates of vaccinations in communities of color; and 3) and Building vaccine administration capacity. These goals will be met through staffing mass vaccination clinics, translation of outreach materials

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

Yes this does fund the existing Primary Care 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?

Yes, the Health Centers already possess the necessary staff to provide the needed services.

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

No

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 funding does not create a new 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?

Final report due by October 15, 2021.

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?

Report number of patients connected to vaccine (given directly and/or connected to sites that can be tracked) and/or number of people touched by intervention. Yes, Health Centers will utilize existing data sources.

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

A final report which includes a brief narrative describing how funds were spent.

**Fiscal**

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

We will realize more benefit than it costs to administer this grant. The administration costs will be minimal with only one report required and fiscal tracking and management will be absorbed into current staff duties.

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

No other revenue sources are 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?

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Erin De Armond-Reid

Erin De Armond-Reid

Digitally signed by Erin De Armond-Reid  
Date: 2021.05.04 14:28:44 -0700

Name (Typed/Printed)

Date

Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN SVCS SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Deborah Cockrell	5/4/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.04 14:38:54 -0700'</small>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook	5/4/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.04 14:46:40 -0700'</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	5.5.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.05.05 07:21:14 -0700'</small>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Daniel Nibouar	5/18/2021	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2021.05.18 15:17:08 -0700'</small>
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:**

<b>COUNTY ADMINISTRATOR</b>	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.**

**From:** [Jacobson, Sarah](#)  
**To:** [Stone, Jennifer](#); [Kearl, Adam](#)  
**Subject:** FW: INVITATION: KP Safety Net Vaccine Equity Funding Opportunity  
**Date:** Tuesday, March 30, 2021 4:39:23 PM

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And here is the info on the KP funding opportunity that came our way today. Looks like a sure thing and should be about \$100k.

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**From:** De Armond-Reid, Erin <Ereid@clackamas.us>  
**Sent:** Tuesday, March 30, 2021 8:59 AM  
**To:** Cockrell, Deborah <DCockrell@clackamas.us>; Suchocki, Andrew <ASuchocki@clackamas.us>; Amundson, Angie <AAmundson@clackamas.us>; Jacobson, Sarah <SJacobson@clackamas.us>; Wilson, James <jwilson2@clackamas.us>  
**Subject:** RE: INVITATION: KP Safety Net Vaccine Equity Funding Opportunity

Hi all,

Adding Sarah, Angie, and James—see below. Would love to use funds to offset:

- Staffing for mass vax clinics (4/8, 5/10 and future dates we are planning)
- Potentially some materials/ services for the mass vax clinics [PPE, water for patients,
- Tents for BC clinic patient waiting area
- Translation of outreach materials
- Other ideas?

Thoughts? Looks like a super low barrier app and v limited reporting.

Thx!

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**From:** Catherine R. Potter [<mailto:Catherine.R.Potter@kp.org>]  
**Sent:** Tuesday, March 30, 2021 8:51 AM  
**To:** Cockrell, Deborah <DCockrell@clackamas.us>; Suchocki, Andrew <ASuchocki@clackamas.us>; De Armond-Reid, Erin <Ereid@clackamas.us>  
**Cc:** Claire Tranchese <ctranchese@orpca.org>  
**Subject:** INVITATION: KP Safety Net Vaccine Equity Funding Opportunity

**Warning: External email. Be cautious opening attachments and links.**

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Dear Deborah, Andrew and Erin,

Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association, is pleased to invite Clackamas County Community Health Center to receive grant funding to support your COVID-19 vaccination efforts. We recognize the important role that you play in responding to the coronavirus pandemic and in providing access to care for communities disproportionately affected by COVID-19. That is why we are launching the **Kaiser Permanente Safety Net Vaccine Equity Funding Opportunity** to support Community Health

Centers in KP regions to connect patients to vaccines and to ensure equitable vaccine access across our communities. The goals for this funding include: 1) Connecting patients to vaccinations as they become available; 2) Increasing rates of vaccinations in communities of color; and 3) and Building vaccine administration capacity. This invite-only grant opportunity is intended to be responsive to the needs of your community and the patients you serve.

We understand that your organization may be receiving American Rescue Plan Act Funding (H8F) for Health Centers. Our goal is that you will still be able to use KP's flexible funding to be immediately responsive to your patient's vaccination needs while also ensuring your long term resiliency through the H8F funding. Therefore, grant requirements are minimal and intended use is very flexible to support most activities that increase your capacity to vaccinate your patients and community. Examples of how the funds could be used include: 1) Staff to administer vaccines; 2) Addressing transportation barriers; 3) Hiring staff for outreach and navigation support; 4) Infrastructure such as PPE, storage, supplies, and 5) Innovative partnerships between health centers and community partners.

**Key Grant Information:**

- Grant amounts will vary by size of health center, between \$50,000-\$100,000, and depend somewhat on the number of health centers that express interest (see interest form for details)
- Select health centers in KP footprint invited to apply (not a competitive process)
- Grant term: 6 months (April 1-September 31, 2021)
- Confirm interest by **April 7, 2021** by completing the short interest form here: <https://www.surveymonkey.com/r/B5WVLGD>
- Funding available by mid-April
- Minimal reporting requirements:
  - Final report due by October 15, 2021
    - # of patients connected to vaccine (given directly and/or connected to sites that can be tracked) and/or # of people touched by intervention
    - Brief narrative describing how funds were spent, success stories, and barriers.

Given the urgency of the need, our goal is to move as quickly as possible. Therefore, please confirm your interest in this funding opportunity by **April 7<sup>th</sup>**.

**Please reach out at any time with questions or concerns to:**

Catherine Potter  
Safety Net Partnerships Manager, Kaiser Permanente Northwest  
[Catherine.r.potter@kp.org](mailto:Catherine.r.potter@kp.org)  
503-545-6066

Claire Tranchese  
Deputy Director, Oregon Primary Care Association  
[ctranchese@orpca.org](mailto:ctranchese@orpca.org)

503-317-9090

Thank you for all you do to keep our communities healthy and safe!

**Catherine Potter** (she/her)

Manager, Safety Net Partnerships  
Community Health

**Kaiser Permanente**

503-545-6066 (cell)

[catherine.r.potter@kp.org](mailto:catherine.r.potter@kp.org)

**KAISER PERMANENTE NORTHWEST  
COMMUNITY HEALTH**

[kp.org/thrive](https://kp.org/thrive)

[kp.nw.community.health](https://kp.nw.community.health)

[2019 Community Health Annual Report](#)

**NOTICE TO RECIPIENT:** If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. v.173.295  
Thank you.

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[Spam Email](#)

[Phishing Email](#)



#10112



## Safety Net Vaccine Equity Initiative Memorandum of Understanding

This is an agreement between the Oregon Primary Care Association, hereinafter referred to as OPCA and *Clackamas County Health Centers*

### Purpose

The purpose of this Memorandum of Understanding (MOU) is to define the relationship between OPCA and your health center during the grant period of the "Safety Net Vaccine Equity Initiative" a Kaiser Permanente funded initiative administered through OPCA.

### Terms and Reporting

OPCA is providing ***Clackamas County Health Centers*** with the following Vaccine Equity Initiative Award: **\$100,000.00**

Six-month grant period:

- o Start date: April 1, 2021
- o End date: September 30, 2021

*Clackamas County Health Centers* will commit to sharing the following forms and information in a timely manner with OPCA as a part of this Vaccine Equity Initiative:

1. Initial program application completion by May 1, 2021
  1. Brief narrative describing how the funds will be spent to address barriers to patients to access the COVID-19 vaccine
  2. Estimated numbers of patients to be served thru this funding
  3. Signed MOU with OPCA
  4. Invoice OPCA for funds awarded for this initiative and stated in the MOU
2. Final report (about one month after end of grant term) – October 31, 2021
  1. # of patients connected to vaccine (given directly and/or connected to sites that can be tracked) by organization and/or # of people touched by intervention
  2. Brief narrative describing how funds were spent, success stories, and barriers.

### Responsibilities of your health center

These flexible grants are to be directed at activities that directly support safety net partner's ability to vaccinate their patients, either themselves or in partnership with other vaccination providers. Grantees can use funding for multiple purposes, but consideration should be given for ability to scale impact of the organization.

- o Funding may support, but is not limited to, these aligned grant purposes:
  - Staff to provide vaccinations (e.g. temporary workers)
  - Mobile vaccine staff, supplies, efforts
  - Community Health Workers to do outreach and help people navigate vaccine appointments and locations
  - Vaccination supplies, e.g. PPE, tents, etc.
  - Transportation vouchers for patients to get to visits

- NOT aligned grant purposes
  - Should NOT focus on vaccine confidence education given duplication to other efforts
  - Should NOT focus on vaccine advocacy efforts

**FQHC specific narrative of work to be funded:**

Clackamas County Health Centers plans to use this funding for:

*We plan to offer COVID-19 vaccine administration opportunities in a variety of settings and contexts. We plan to host at least six total (three full vaccine cycles, to account for prime and booster doses) mid-size COVID-19 vaccine administration events on weekend dates at Clackamas County sites that prioritize outreach and access to patients, their families, and caregivers (who may not be HC patients). We aim to serve 300-500 patients at each event, and include outreach to all Health Centers patients in Behavioral Health, Dental, and Primary Care services. Many of our patients experience barriers to vaccine access, such as language and interpretation services, and access to transportation. In addition, we realize our patients may experience concern or hesitancy about receiving the vaccine. The models we propose provide adequate staffing to do intensive phone, mailed, and electronic (MyChart) outreach to eligible HC patients to schedule them and family/ caregivers, coordinate transport, and answer questions; as well as staff vaccine events themselves-- including clinical consultation, interpreters, vaccinators, patient monitors, and logistics/ client services staff. We also will fund relevant supplies and patient engagement materials. We also will use funds to offset staffing costs of hiring temporary clinical staff to support outreach and scheduling of patients into vaccine administration opportunities integrated into our regular clinical operations. Finally, we are considering how funds can be used to support staffing vaccine outreach in other settings, such as offering home-based vaccine administration to patients who may not be able to access vaccine opportunities offered in our clinics.*

Clackamas County Health Centers estimates they will support 1,500 patients to access vaccine thru this funding.

**Responsibilities of OPCA**

OPCA will provided funding directly to health centers for this work upon the signing of an MOU and generation of an Invoice.

OPCA will provide outreach and communication about timelines and any materials/reports required for this funding.

OPCA agrees to provide clarity to any questions that may arise about this funding initiative.

**Compensation Terms**

Safety net partners have been awarded grants at the following three levels based on the number of patients served according to 2019 UDS data or other indicators of number of patients served for any FQHC without 2019 UDS data. The grant funding provided to your organization for this work is listed at the beginning of the Terms of this agreement.

Tier	Grant Amount	Patients Served, 2019 UDS
<b>A – Largest SNPs</b>	\$100,000	15-100K patients served
<b>B – Medium SNPs</b>	\$75,000	5-15K patients served
<b>C – Small SNPs</b>	\$50,000	<5K patients served

**Please sign below that you agree to all of the above terms and conditions**

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

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

OPCA Signature: Joan Watson-Patko

Date: 4/15/2021 | 2:44 PM PDT

June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Accept a Grant Award with Health Resources and Services Administration (HRSA) for  
American Rescue Plan Act (ARPA) Funding for Health Centers

<b>Purpose/Outcomes</b>	One-time funding for a 2-year period to health centers funded under the Health Center Program to: Establish, expand, and sustain the health care workforce to prevent, prepare for, and respond to COVID-19, and to carry out other health work force-related activities.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$3,563,000.
<b>Funding Source</b>	Health Resource and Services Administration (HRSA). No County General Funds are involved.
<b>Duration</b>	Effective April 1, 2021 and terminates on March 31, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	1. May 18, 2021 2. KR
<b>Procurement Review</b>	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.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10110

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Health Resources and Services Administration (HRSA) for American Rescue Plan Act (ARPA) Funding for Health Centers. The funding of this grant is through Federal legislative action (American Rescue Plan Act (P.L. 117-2)). This was an unsolicited award which did not include a formal grant application process. The award was offered to Health Centers based on its status as an FQHC. Health Centers is requesting permission to accept this funding. HRSA determined award amount based on the following formula: (1) \$500,000, plus (2) \$125 per patient reported in the 2019 Uniform Data System (UDS), and, (3) \$250 per uninsured patient reported in the 2019 UDS. Health Centers is focusing these dollars on the maintenance of pediatric and dental care teams.

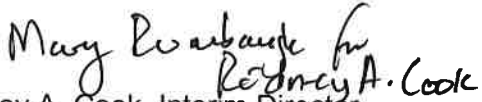
This Agreement has a maximum value of \$3,563,000. It is effective April 1, 2021 and terminates on March 31, 2023.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Perabande for Rodney A. Cook". The signature is written in dark ink and is positioned above the typed name.

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10110	<b>Division:</b> HC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Stone, Jennifer	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 17, 2021

**CONTRACT WITH:** Health Resources and Services Administration HRSA

**CONTRACT AMOUNT:** \$3,563,000.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 3/31/2023

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Tuesday, May 18, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

<b>F-3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
<input type="checkbox"/>	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Health Centers

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Health Resources and Services Administration HRSA

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/17/2021

**PURPOSE OF  
CONTRACT/AGREEMENT:**

**H3S CONTRACT NUMBER:** 10110

# 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: H3S-Health Centers Division

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: American Rescue Plan Act Funding for Health Centers

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Jennifer Stone

Requestor Contact Information: JStone@clackamas.us; 503-742-5967

Department Fiscal Representative: Sarah Jacobson

Program Name or Number (please specify): Beavercreek (08500/08501), Sunnyside (08550/08551), Gladstone (08530)

Brief Description of Project:

This notice of award provides one-time funding for a 2-year period of performance to health centers funded under the Health Center Program to: (1) Plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and carry out other vaccine-related activities; (2) Detect, diagnose, trace, and monitor COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including activities related to, and equipment or supplies purchased for, testing, contact tracing, surveillance, mitigation, and treatment of COVID-19; (3) Purchase equipment and supplies to conduct mobile testing or vaccinations for COVID-19, purchase and maintain mobile vehicles and equipment to conduct such testing or vaccinations, and hire and train laboratory personnel and other staff to conduct such mobile testing or vaccinations, particularly in medically underserved areas; (4) Establish, expand, and sustain the health care workforce to prevent, prepare for, and respond to COVID-19, and to carry out other health work force-related activities; (5) Modify, enhance, and expand health care services and infrastructure; and (6) Conduct community outreach and education activities related to COVID-19.

Name of Funding Agency: HRSA (Health Resources & Services Administration)

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

<https://bphc.hrsa.gov/program-opportunities/american-rescue-plan>

**OR**

Application Packet Attached:  Yes  No

Completed By: Jennifer Stone

4.14.2021

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: 93.224

Funding Agency Award Notification Date: 3/25/2021

Announcement Date: N/A

Announcement/Opportunity #: N/A

Grant Category/Title: American Rescue Plan Act Funding

Max Award Value: 3,563,000.00

Allows Indirect/Rate: Yes/NA

Match Requirement: No

Application Deadline: 5/31/2021

Other Deadlines: January 30

Award Start Date: 4/1/2021

Other Deadline Description: Annual FFR

Award End Date: 8/31/2023

Completed By: Jennifer Stone

Program Income Requirement: N/A

Pre-Application Meeting Schedule: 3/25/2021



**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?

Support to assist in keeping individuals, families and the community safe and healthy during the response to COVID-19.

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?

Maintaining and Increasing Capacity – Support to establish, modify, enhance, expand, and sustain the accessibility and availability of comprehensive primary care services to meet the ongoing and evolving needs of the service area and vulnerable patient populations

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

Yes, this funding will help support the Dental and Pediatrics MFR programs.

**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

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

No

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 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.)?

No, it will not create a new MFR program. We will expect the program to continue on after the funding ends. The program will be funded by revenue generated from services provided.

**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?

Quarterly progress reports into the HRSA Electronic Handbooks (EHB). Reports will describe the status of the activities and use of H8F funds.

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?

N/A

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

Annual Federal Financial Report (FFR), quarterly Federal Cash Transaction Report (FCTR)-FFR, Semi-Annual Progress Report every six months, and close out reporting at the end of project period.

**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?

Yes, staff will generate charges for services revenue in combination with the grant funding.

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, the grant/financial assistance does not cover indirect costs.

Program Approval:

Sarah Jacobson

Sarah Jacobson Digitally signed by Sarah Jacobson  
Date: 2021.05.04 20:40:35 -0700'

Name (Typed/Printed)

Date

Signature

**\*\* 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**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Deborah Cockrell	5/5/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.05 08:22:26 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook	5/5/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.05 09:35:33 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	5.5.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.05.05 11:09:57 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Daniel Nibouar	5/18/2021	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2021.05.18 11:34:20 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**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:**

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

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

BCC Agenda item #:  Date:

OR

Policy Session Date:

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County Administration Attestation

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



**Recipient Information**

- 1. Recipient Name**  
CLACKAMAS, COUNTY OF  
2051 KAEN RD  
OREGON CITY, OR 97045-1819
- 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**  
Deborah Cockrell  
Director  
DCockrell@co.clackamas.or.us  
(503)742-5495
- 8. Authorized Official**  
Deborah Sue Cockrell  
DCockrell@co.clackamas.or.us

**Federal Agency Information**

- 9. Awarding Agency Contact Information**  
Dois Layne-Sheffield  
Grants Management Specialist  
Health Resources and Services Administration  
DLayne-Sheffield@hrsa.gov  
(301) 545-9881
- 10. Program Official Contact Information**  
Ann L Rodrigues  
Health Resources and Services Administration  
ARodrigues@hrsa.gov  
(301) 443-3073

**Federal Award Information**

- 11. Award Number**  
1 H8FCS41371-01-00
- 12. Unique Federal Award Identification Number (FAIN)**  
H8F41371
- 13. Statutory Authority**  
American Rescue Plan Act (P.L. 117-2)
- 14. Federal Award Project Title**  
American Rescue Plan Act Funding for Health Centers
- 15. Assistance Listing Number**  
93.224
- 16. Assistance Listing Program Title**  
Community Health Centers
- 17. Award Action Type**  
New
- 18. Is the Award R&D?**  
No

**Summary Federal Award Financial Information**

<b>19. Budget Period Start Date 04/01/2021 - End Date 03/31/2023</b>	
<b>20. Total Amount of Federal Funds Obligated by this Action</b>	\$3,563,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
<b>21. Authorized Carryover</b>	\$0.00
<b>22. Offset</b>	\$0.00
<b>23. Total Amount of Federal Funds Obligated this budget period</b>	\$3,563,000.00
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	\$0.00
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	\$3,563,000.00
<b>26. Project Period Start Date 04/01/2021 - End Date 03/31/2023</b>	
<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$3,563,000.00

**28. Authorized Treatment of Program Income**  
Addition

**29. Grants Management Officer – Signature**  
Elvera Messina on 03/26/2021

**30. Remarks**



Notice of Award  
Award Number: 1 H8FCS41371-01-00  
Federal Award Date: 03/26/2021

Health Resources and Services Administration

**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:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$3,563,000.00
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:	\$3,563,000.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
q. TOTAL APPROVED BUDGET:	\$3,563,000.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$3,563,000.00

**32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:**

a. Authorized Financial Assistance This Period	\$3,563,000.00
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	\$3,563,000.00

**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**  
41.51

**37. BHCNIS#**  
101310

**38. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

**39. ACCOUNTING CLASSIFICATION CODES**

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
21 - 398A160	93.224	21H8FCS41371C6	\$2,529,374.00	\$0.00	CH	21H8FCS41371C6
21 - 398A180	93.224	21H8FCS41371C6	\$1,033,626.00	\$0.00	MH	21H8FCS41371C6

## 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)

- 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 \$25,000 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>.
- 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>
- 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>.

### Program Specific Term(s)

- This notice of award provides one-time funding for a 2-year period of performance to health centers funded under the Health Center Program to: (1) Plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and carry out other vaccine-related activities; (2) Detect, diagnose, trace, and monitor COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including activities related to, and equipment or supplies purchased for, testing, contact tracing, surveillance, mitigation, and treatment of COVID-19; (3) Purchase equipment and supplies to conduct mobile testing or vaccinations for COVID-19, purchase and maintain mobile vehicles and equipment to conduct such testing or vaccinations, and hire and train laboratory personnel and other staff to conduct such mobile testing or vaccinations, particularly in medically underserved areas; (4) Establish, expand, and sustain the health care workforce to prevent, prepare for, and respond to COVID-19, and to carry out other health work force-related activities; (5) Modify, enhance, and expand health care services and infrastructure; and (6) Conduct community outreach and education activities related to COVID-19.  
HRSA authorizes you to charge allowable pre-award costs of carrying out activities described above that were incurred before the effective date of this award, dating back to January 31, 2020. Funds have been made available for this purpose by the American Rescue Plan Act (P.L. 117-2), available at <https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf>.  
As provided for in OMB Memorandum M-21-20: *Promoting Public Trust in the Federal Government through Effective Implementation of the American Rescue Plan Act and Stewardship of the Taxpayer Resources*, available at [https://www.whitehouse.gov/wp-content/uploads/2021/03/M\\_21\\_20.pdf](https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf), HRSA may waive the procurement requirements contained in 45 CFR § 75.328(a) (2 CFR § 200.319(b)) regarding geographical preferences and 45 CFR § 75.330 (2 CFR § 200.321) regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. Recipients must maintain appropriate records and documentation to support the charges against the Federal awards. HRSA approved this waiver on March 23, 2021.

HRSA determined your award amount using the following formula: (1) \$500,000, plus, (2) \$125 per patient reported in the 2019 Uniform Data System (UDS), and (3) \$250 per uninsured patient reported in the 2019 UDS.

2. This award must be used in alignment with your Health Center Program operational grant (H80) scope of project. Funding must be used for the purposes described above, as set forth in the applicable law, and may support a wide range of in-scope activities in the following categories consistent with those purposes:
  - **COVID-19 Vaccination Capacity** — Support to plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and to carry out other vaccine-related activities, including outreach and education.
  - **COVID-19 Response and Treatment Capacity** – Support to detect, diagnose, trace, monitor, and treat COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including outreach and education.
  - **Maintaining and Increasing Capacity** – Support to establish, modify, enhance, expand, and sustain the accessibility and availability of comprehensive primary care services to meet the ongoing and evolving needs of the service area and vulnerable patient populations.
  - **Recovery and Stabilization** – Support for ongoing recovery and stabilization, including enhancing and expanding the health care workforce and services to meet pent up demand due to delays in patients seeking preventive and routine care; address the behavioral health, chronic conditions, and other needs of those who have been out of care; and support the well-being of personnel who have been on the front lines of the pandemic.
  - **Infrastructure: Minor Alteration/Renovation (A/R), Mobile Units, and Vehicles** – Modify and improve physical infrastructure, including minor A/R and purchase of mobile units and vehicles, to enhance or expand access to comprehensive primary care services, including costs associated with facilitating access to mobile testing and vaccinations, as well as other primary care activities. As noted under H8F ineligible costs, for purposes of this award, "infrastructure" does not include construction and capital improvement costs in excess of the minor alteration and renovation threshold.

For additional information, see the H8F Award Submission Guidance and the complete list of example activities at the H8F technical assistance webpage.
3. You must update or request prior approval from HRSA, as appropriate, to ensure that your Health Center Program operational grant (H80) scope of project accurately reflects any changes needed to implement your H8F activities. This includes: (1) Form 5A: Services provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the scope of project resources available at <https://bphc.hrsa.gov/programrequirements/scope.html>, COVID scope of project-related FAQs at <https://bphc.hrsa.gov/emergency-response/coronavirus-health-center-scope-project>, and consult the program official listed on this notice of award as needed.
4. Funding provided under this award is restricted and, except as described in this paragraph, may not be drawn down from the Payment Management System until the required H8F Award Submission has been approved by HRSA. Funds may be draw down prior to the approval of your H8F Award Submission to meet immediate cash needs to prepare for, promote, distribute, administer, and track COVID-19 vaccines, and activities necessary to mitigate the spread of COVID-19. If you draw down funds before your H8F Award Submission (including budget) is approved, your submitted budget must include costs that were drawn down from the date of award until submission of the budget to HRSA.
5. You may not use this funding for: purchasing or upgrading an electronic health record that is not certified by the Office of the National Coordinator for Health Information Technology; new construction activities, including additions or expansions; major alteration and renovation (A/R) projects valued at \$500,000 or greater in total federal and non-federal costs (excluding the cost of allowable moveable equipment); installation of a permanently affixed modular or prefabricated building; facility or land purchases; or significant exterior site work such as new parking lots or storm water structures. Additionally, these funds may not be used for costs already paid for by other state or federal programs (e.g., COVID-19 vaccine), your Health Center Program operational grant (H80), or COVID-19 (H8C), CARES (H8D), or ECT (H8E) funding. You are required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, including, but not limited to, statutory restrictions on use of funds for lobbying, executive salaries, gun control, and abortion. Like those for all other applicable grants requirements, the effectiveness of these policies, procedures, and controls is subject to audit.
6. You may rebudget H8F funding without prior approval except as noted in this paragraph. You do not need prior approval to rebudget H8F funds if the proposed use of funding aligns with the H8F funding intent and Health Center Program operational grant (H80) scope of project, avoids ineligible uses of funding as outlined in this notice of award, and complies with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. If the amount of the costs to be rebudgeted exceeds 25% of the total federal award or shifts funds to a line item in your approved budget that previously had no federal funds, you must submit a prior approval rebudgeting request for review and approval by HRSA.
7. You must submit a quarterly progress report into the HRSA Electronic Handbooks (EHBs). Reports will describe the status of the activities and use of H8F funds, and include submissions related to minor A/R-related activities, if applicable. Details about progress reporting will be posted to the H8F technical assistance webpage when available.
8. If you cannot use all or part the funding provided under this award for the approved activities noted, you should relinquish all or part of the

award back to HRSA. If this is the case, you should contact the program and grants management contacts noted on page 1 of this notice of award regarding the process to relinquish your award within 90 days of award release date.

9. You are expected to monitor and use available resources (e.g., guidance, technical assistance webinars, tip sheets, shared promising practices), such as those available from the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>). Health center-specific resources and more information are available at the following webpages: Emergency Preparedness and Recovery Resources for Health Centers (<https://bphc.hrsa.gov/emergency-response>), Health Center Resource Clearinghouse COVID-19 (<https://www.healthcenterinfo.org/priority-topics/covid-19>), and through Health Center Program Strategic Partners (<https://bphc.hrsa.gov/qualityimprovement/strategicpartnerships/index.html>).
10. Under 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).
11. Consistent with Departmental guidance, health centers that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products to maximize results for the health center and its patients. Health centers that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audits regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at [www.hrsa.gov/opa](http://www.hrsa.gov/opa).
12. The non-federal share of the project budget includes all program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services, and from other revenue sources such as state, local, or other federal grants or contracts; private support; and income generated from fundraising, and donations/contributions.

The description of "Authorized Treatment of Program Income" under the "Addition" alternative, as cited elsewhere in this notice of award, is superseded by the requirements in section 330(e)(5)(D) of the PHS Act relating to the use of nongrant funds. Under this statutory provision, health centers shall use nongrant funds, including funds in excess of those originally expected, "as permitted under section 330," and may use such funds "for such purposes as are not specifically prohibited under section 330 if such use furthers the objectives of the project."

Under 45 CFR § 75.351(a), subrecipients (entities that receive a subaward from a pass-through entity for the purpose of carrying out a portion of a Federal award received by the pass-through entity) are responsible for adherence to applicable Federal program requirements specified in the Federal award.

13. With receipt of this notice of award, you acknowledge that a federal interest exists in real property and equipment which will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. You must maintain adequate documentation to track and protect the federal interest. For real property, adequate documentation includes 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.
14. Up to \$500,000 of the funding included in this notice of award may be used for minor alteration/renovation (A/R) activities. Minor A/R activities must occur at an in-scope Health Center Program operational grant (H80) site(s) and the total site-specific project cost must be less than \$500,000. You must submit the required minor A/R information to HRSA before drawing down funds for minor A/R activities. See the H8F technical assistance webpage for details regarding required minor A/R project information.
15. New and/or improved space resulting from minor A/R activities may only be used for in-scope activities consistent with Section 330 of the Public Health Service Act (42 U.S.C. § 254b).
16. The availability of the H8F funds for use through the 2-year period of performance is dependent on 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 60 Days of Award Release Date

Within 60 days of award release date, you must submit the following in EHBs: (1) SF-424A Budget Form, (2) Budget Narrative, (3) Federal Object Class Categories Form, (4) H8F Project Overview Form, (5) Equipment List Form (if applicable), and (5) Minor A/R Project Information (if applicable). Instructions to support your submission, as well as technical assistance resources to address your submission questions, are available at the H8F technical assistance webpage.

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 Help Desk at PMSFFRSupport@psc.hhs.gov.

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

Within 90 days after the project end date, submit 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 HRSA Electronic Handbooks (EHBs). You must 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.

**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
James H Wilson	Business Official	jwilson2@co.clackamas.or.us
Deborah Sue Cockrell	Authorizing Official, Point of Contact	dcockrell@co.clackamas.or.us
Deborah Cockrell	Program Director	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/>).

**From:** [Cockrell, Deborah](#)  
**To:** [Jacobson, Sarah](#); [Stone, Jennifer](#)  
**Subject:** Fwd: Transmission of a HRSA Notice of Award for 1 H8FCS41371-01-00  
**Date:** Thursday, April 1, 2021 1:19:12 PM  
**Attachments:** [NoA.PDF](#)  
[ATT00001.htm](#)

---

Sent from my iPhone

Begin forwarded message:

**From:** AwardeeNotifier Service User <DGMONGAEmail@hrsa.gov>  
**Date:** April 1, 2021 at 10:09:26 AM PDT  
**To:** "Wilson, James" <jwilson2@clackamas.us>, "Cockrell, Deborah" <DCockrell@clackamas.us>, "Cockrell, Deborah" <DCockrell@clackamas.us>, "Cockrell, Deborah" <DCockrell@clackamas.us>  
**Cc:** "arodrigues@hrsa.gov" <arodrigues@hrsa.gov>  
**Subject:** Transmission of a HRSA Notice of Award for 1 H8FCS41371-01-00

Warning: External email. Be cautious opening attachments and links.

---

Dear Colleague,

The attached Notice of Award, H8FCS41371-01-00 for American Rescue Plan Act Funding For Health Centers to CLACKAMAS, COUNTY OF, OREGON CITY, Oregon is provided by the Health Resources and Services Administration (HRSA). Please retain this notice for your official records, as a paper copy will not be provided. Please do not reply to this automatic email. Refer to the contacts section of the award notice for the name, phone number and email of your program and grants management contact. Also, refer to the Remarks portion of the NoA and the attached Terms and Conditions for the specific purpose of this action.

Please click on following link to access Awards Management Tutorial that will assist you in the successful administration and fiscal management of your award or cooperative agreement. <http://www.hrsa.gov/grants/manage/awardmanagement/index.html>

Note: To view the Notice of Award, Acrobat Reader version 5 or above must be installed.

---

[Spam Email](#)

## Phishing Email

June 16 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity with CareOregon for CareOregon Emergency Relief Funds

<b>Purpose/Outcomes</b>	Emergency Relief Funds intended to provide one-time, immediate support to CareOregon network partners experiencing financial hardship due to an emergency event outside of their control. Health Centers Division intend to utilize funds to establish two SBHC in the North Clackamas School District and complete construction of the new integrated Sandy Health Center.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$750,000
<b>Funding Source</b>	CareOregon. No County General Funds are involved.
<b>Duration</b>	Effective upon award and terminates exhaustion of funds
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Not required, application only
<b>Procurement Review</b>	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.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10168

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to the Emergency Relief Funds opportunity issued by CareOregon. Health Centers will open two new SBHCs and expand comprehensive medical, dental, behavioral health and substance abuse treatment to low-income and underserved residents of North Clackamas School District. The sites are located at Clackamas High School and Adrienne C. Nelson High School. It will also utilize the funds to complete the construction of the new integrated Sandy Health Center.

This funding opportunity has a maximum value of \$750,000. It is effective upon award and terminates when funds are exhausted.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,

*Mary Rowland for  
Rodney A. Cook*

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

## 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:** HSS-Health Centers Division
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's Emergency Relief Fund

**Funding Source:** Federal  State  Local   
**Requestor Information (Name of staff person initiating form):** Jennifer Stone  
**Requestor Contact Information:** JStone@clackamas.us; 503-742-5967  
**Department Fiscal Representative:** Sarah Jacobson  
**Program Name or Number (please specify):** Pediatric and Primary Clinics  
**Brief Description of Project:**

Funding will be utilized for two major projects within Clackamas County Health Centers which will greatly expand the ability to provide primary care, integrated mental health, and dental services to the residents of Clackamas County. 1.) The establishment of two new School Based Health Centers in the North Clackamas School District; located at Clackamas High School and Adrienne C. Nelson High School. These SBHCs will provide primary care, integrated mental health and limited dental services. 2.) The ongoing construction/completion of a new fully integrated Sandy Health Center in Sandy, OR.

**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 5/5/2021  
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>None established by CareOregon</u>
Announcement Date:	<u>3/30/2021</u>	Announcement/Opportunity #:	<u>N/A</u>
Grant Category/Title:	<u>Emergency Relief Fund</u>	Max Award Value:	<u>Requesting \$750,000</u>
Allows Indirect/Rate:	<u>Not specified</u>	Match Requirement:	<u>No</u>
Application Deadline:	<u>None established by CareOregon</u>	Other Deadlines:	<u>N/A</u>
Award Start Date:	<u>None established by CareOregon</u>	Other Deadline Description:	<u>N/A</u>
Award End Date:	<u>None established by CareOregon</u>	Program Income Requirement:	<u>N/A</u>
Completed By:	<u>Jennifer Stone</u>		
Pre-Application Meeting Schedule:	<u>4/14/2021</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 the opening of two new school based health centers which will treat the vulnerable pediatrics population within the schools and the completion of a new fully integrated Sandy Health Center.

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

None.

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

The objective of this funding opportunity is to open two new school based health centers and a fully integrated health center in Sandy, OR. We will meet this objective by hiring staff to meet the needs of the vulnerable population they will be serving.

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

The two new school based health centers will fall under the Gladstone and School based Health Centers MFR program. The new integrated health center will fall under the Primary Care 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?

No, staff will need to be hired to meet the capacity needs.

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

Yes, Health Centers partners with the school district. The school district provides the space at each school for the Health Centers staff to provide services.

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. We will expect the program to continue on after the funding ends. The program will be funded by revenue generated from services provided.

**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?

Submit report within 6 months of receipt of funds detailing how dollars were used and their impact.

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?

Yes, staff will generate charges for services revenue in combination with the grant funding.

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:

Carol Kepp

Carol Kepp

Digitally signed by Carol Kepp  
Date: 2021.05.04 12:33:20 -07'00'

Name (Typed/Printed)

Date

Signature

**\*\* 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**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Deborah Cockrell	5/7/2021	Deborah Cockrell
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Deborah Cockrell Date: 2021.05.04 13:54:58 -07'00'</small>		

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh	5/13/2021	Mary Rumbaugh
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Mary Rumbaugh Date: 2021.05.13 14:45:39 -07'00'</small>		

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	5.17.2021	Elizabeth Comfort
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Elizabeth Comfort Date: 2021.05.17 07:28:34 -07'00'</small>		

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Daniel Nibouar	5/18/2021	Daniel Nibouar
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Daniel Nibouar Date: 2021.05.18 15:20:40 -07'00'</small>		

**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:**

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

**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.**

**From:** [Jacobson, Sarah](#)  
**To:** [Howard, Rebecca](#)  
**Subject:** FW: CareOregon Funding Opportunity - SBHCs  
**Date:** Monday, May 17, 2021 2:59:12 PM

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**From:** Jacobson, Sarah  
**Sent:** Tuesday, March 30, 2021 10:44 AM  
**To:** Sullivan, Lisa <LSullivan@clackamas.us>; Wilson, James <jwilson2@clackamas.us>; Danehy, Egan <EDanehy@clackamas.us>; Edwards, Selynn <SEdwards@clackamas.us>; Kearl, Adam <AKearl@clackamas.us>; DeGiulio, Benjamin <BDeGiulio@clackamas.us>; Stone, Jennifer <JStone@clackamas.us>; DeFilippi, Nicolette <NDeFilippi@clackamas.us>; Kepp, Carol <CKepp@clackamas.us>  
**Subject:** CareOregon Funding Opportunity - SBHCs

Hi Team-

Please see below for the information I have regarding the CareOregon funding opportunity that we will meet about this afternoon. There are 8 questions in the application and an optional budget. We have decided to use the two new SBHCs as our project for this funding opportunity. We will meet this afternoon to discuss this opportunity and discuss and assign narrative questions.

#### **Funding Announcement and Application**

I wanted to share a funding opportunity that CareOregon has developed to support provider/network partners unexpected business hardships due to wildfires and COVID-19 ongoing challenges including the need to support vaccination distribution. We welcome your organization's request and ask that you complete the grant application with all of your services in mind. We encourage you to outline how your organization impacts communities of color and/or those communities where English is not the primary language spoken.

We do not have a specific timeline to release requested fund however given the nature of the crisis we will do our best to respond to your needs as soon as possible.

1. Please summarize your request in less than 50 words.
2. Describe your request in more detail here, including the situation prompting you to apply to CareOregon's Emergency Relief Fund.
3. Describe the anticipated impact of receiving emergency relief funding from CareOregon on your services and or patients / members.
4. Describe any populations you serve that are disproportionately affected by the situation / emergency.
5. What is the applicant organization's current annual operating budget?
6. Specifically, how will CareOregon Emergency Relief Fund dollars be used by the applicant organization? A detailed budget is optional.
7. IF NOT FUNDED through the Emergency Relief Fund from CareOregon, what are the anticipated

impacts on your services and or patients / members?

8. What is the estimated number of CareOregon members that would benefit from this funding?

Thank you!

Sarah

*Sarah Jacobson (she/her/hers)*

Interim Administration and Financial Services Manager

[Why Pronouns Matter](#)

Clackamas Health Centers Division

503-201-1890 (cell)

This office is open Monday thru Thursday, 7:00 am to 6:00 pm. We are closed on Fridays and Holidays.

Serving our Community. Reducing barriers to health. Improving lives.



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

June 16, 2021

Board of County Commissioners,  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority  
and Clackamas County Public Health Division

<b>Purpose/Outcomes</b>	OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	This is a FEMA revenue Agreement only.
<b>Funding Source</b>	No County General Funds are involved
<b>Duration</b>	December 1, 2020 through September 30, 2021
<b>Strategic Plan Alignment</b>	FEMA funding for COVID-19 Vaccination Operations
<b>Previous Board Action</b>	No previous action
<b>Counsel Review</b>	Approved 5/18/21 by KR
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – 503-742-5456
<b>Contract No.</b>	10156

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.

Upon approval of this Agreement 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. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**.

**Recommendation**

We recommend the Board of County Commissioners approve this Amendment.

Staff Report

Contract # 170117 (H3S #10156)

Page 2

Respectfully submitted

*Mary Roabarger for Rodney A. Cook*

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

**Contract Transmittal Form**  
**Health, Housing & Human Services Department**

**H3S Contract #:** 10156

**Division:** PH  
**Contact:** Webb, Karen  
**Program Contact:**  
La Croix, Kim

- Subrecipient
- Revenue
- Amend # \$
- Procurement Verified
- Aggregate Total Verified

**Board Order #:**

Non BCC Item     BCC Agenda    **Date:** \_\_\_\_\_

**CONTRACT WITH:** Oregon Health Authority

**CONTRACT AMOUNT:** \$1,000,000.00

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract                | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement                 | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement         | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ | <input checked="" type="checkbox"/> 4 or 5 Year _____                            |
| <input type="checkbox"/> Upon Signature _____              | <input type="checkbox"/> Biennium _____  |
| <input type="checkbox"/> Other _____                       | <input checked="" type="checkbox"/> Retroactive Request? 12/01/2020 - 07/31/2021 |

**INSURANCE** What insurance language is required?

- Checked Off     N/A
- Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

- No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

- Yes by: Rastetter, Kathleen    Date Approved: Tuesday, May 18, 2020
- OR
- This contract is in the format approved by County Counsel

**SIGNATURE OF DIVISION REPRESENTATIVE:**

  
Date: 5/18/21

H3S Admin    Date Received: \_\_\_\_\_  
Only        Date Signed: \_\_\_\_\_  
              Date Sent: \_\_\_\_\_

## AGREEMENTS/CONTRACTS

X New Agreement/Contract  
Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Public Health**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: Oregon Health Authority**

**BOARD AGENDA ITEM**

**NUMBER/DATE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**PURPOSE OF**

**CONTRACT/AGREEMENT:** OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

**H3S CONTRACT NUMBER: 10156**

# COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

**DATE:** Monday, May 17, 2021

**TO: COUNTY COUNSEL ATTORNEY:** Kathleen Rastetter or available County Attorney

**FROM:** Karen Webb, Contract Administration

**EXTENSION:** 5329 or mobile 503-679-9111

**DEPARTMENT/DIVISION:** Health, Housing and Human Services Department

**BILL TO** (*Department/Division to be billed*):  Behavioral Health  Health Centers  Public Health

**TYPE OF DOCUMENT:** Intergovernmental Agreement

**CONTRACTOR NAME:** OHA #10156

**REQUESTED RETURN DATE:** Monday, May 24, 2021

*Thank You!*

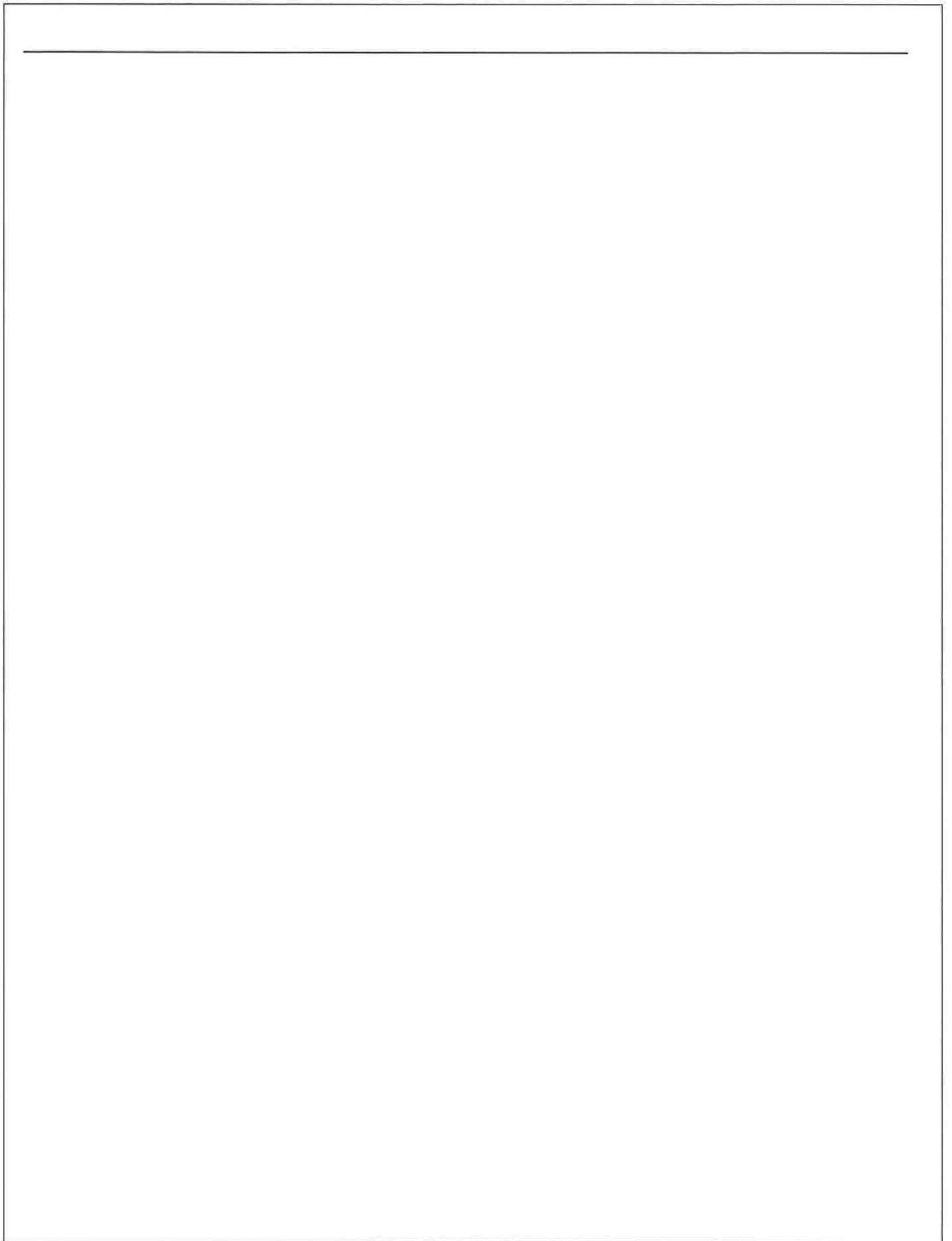
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## APPROVED AS TO FORM:

County Counsel: *Kathleen J. Rastetter* Date: 5/18/2021

Counsel Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







**Agreement Number 170117**

**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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its 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@co.clackamas.or.us](mailto:pmason@co.clackamas.or.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Public Health Division  
800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Agreement Administrator: Carole Yann or delegate  
Telephone: 971-212-1363  
E-mail address: [carole.l.yann@dhsaha.state.or.us](mailto:carole.l.yann@dhsaha.state.or.us)**

**RECITAL**

OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.

**1. Effective Date and Duration.**

Upon approval of this Agreement 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. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting  
Attachment 1: Invoice Form
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: FEMA-OHA/State Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,000,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Contractor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

County is a subrecipient     County is a contractor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 97.036

**5. County Data and Certification.**

a. **County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): \_\_\_\_\_  
\_\_\_\_\_  
Street address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_  
Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements of this 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 within 30 days of execution of this Agreement. 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;
  - (2) 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;
  - (3) The information shown in this Section 5a. “County Information”, is County’s true, accurate and correct information;
  - (4) 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;
  - (5) 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>;
  - (6) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
  - (7) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) 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
    - (c) The IRS has notified County that County is no longer subject to backup withholding; and

- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

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

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.**

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

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190**  
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Jeff Wahl, AAG via email*

*May 14, 2021*

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

**OHA Program Review:**

*Carole Yann & Derrick Clark via email*

*Carole Yann & Derrick Clark*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

*Carole Yann: Fiscal & Business Operations Director*  
*Derrick Clark: Operations & Policy Analyst*

*May 14, 2021*  
*May 13, 2021*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Part 1**  
**Statement of Work**

**1. Background and Purpose**

Oregon’s local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown’s COVID-19 vaccination plan. The funds provided under this Agreement will support the establishment and maintenance of vaccination implementation activities.

As used in this Agreement, the phrase “vaccination sites” includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

The purposes of this Agreement are to:

- obtain County’s services described in Section 2. below to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon’s vaccination plan relies on a regional framework to meet each region’s unique vaccination needs and population. See <https://covidvaccine.oregon.gov/> and <https://www.oregon.gov/oha/covid19/Documents/COVID-19-Vaccination-Plan-Oregon.pdf>

The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the Program activities described below will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon’s vaccination population phases.

**2. Required County Services**

County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- 2.1** Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown’s vaccination plan, including priority groups and timelines.
- 2.2** Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.

- 2.3 Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- 2.4 Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- 2.5 Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 3. Reporting Requirements.*)
- 2.7 Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

**3. Compliance with FEMA-OHA/State Agreement (Exhibit E)**

The terms of the FEMA-OHA/State Agreement that provides federal FEMA Public Assistance award funds for this Agreement are incorporated herein by reference into this project Agreement (and attached hereto as Exhibit E). County must comply with all applicable laws, regulations, policy and guidance, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the CFR, FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide, and other applicable FEMA policy and guidance.



**3. Reporting Requirements**

To support County’s invoices County shall collect the following reports and submit them to [ohacovid.fema@dhsosha.state.or.us](mailto:ohacovid.fema@dhsosha.state.or.us) as follows:

Report type	Reporting requirement	Report Periods	Report Due Dates
<b>Project outcome reports</b>	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, 2021 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 <sup>th</sup> day of the month following the Report Period
<b>Cost - expenditure reports</b>	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, 2021 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 <sup>th</sup> day of the month following the Report Period

<b>*Vaccination Service Expense Report</b>		
<b>LPHA Name:</b>		
<b>Report Period:</b>		
<b>Vaccination Service Expense Type</b>	<b>Reimbursement Request</b>	
<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	\$	

<b>*Vaccination Service Expense Report</b>		
<b>LPHA Name:</b>		
<b>Report Period:</b>		
<b>Vaccination Service Expense Type</b>	<b>Reimbursement Request</b>	
<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).	\$	
	<b>TOTAL REQUEST</b>	<b>\$</b>

**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.

**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**

**1. Payment Provisions.**

- a. All payments under this Agreement will be made on a cost reimbursement basis.
- b. County shall send all invoices to [ohacovid.fema@dhsoha.state.or.us](mailto:ohacovid.fema@dhsoha.state.or.us) or to any other address as OHA may indicate in writing to County. *See Attachment 1: Invoice Form.* County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. OHA will review the reports required by Section 3. of Exhibit A, Part 1 (Project outcome reports and Cost expenditure reports, and supporting documentation for expenses as requested by OHA).

OHA approval of those reports is required prior to payment of County's invoices and will be the method for verifying payments and proper expenditures under this Agreement.

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. Reporting Requirements or approved in writing by OHA.

**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 3<sup>rd</sup> party insurance.

**Attachment 1:  
INVOICE FORM:**

**Invoice #:** \_\_\_\_\_

**OHA Agreement #170117**

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

**From:** Clackamas County  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045-4035  
Attn: Richard Swift  
Phone: (503) 655-8479  
Email: [rswift@co.clackamas.or.us](mailto:rswift@co.clackamas.or.us)

**Tax ID/EIN #** \_\_\_\_\_

**To:** Oregon Health Authority  
Public Health Division  
800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Attention: Carole Yann  
Telephone: 971-212-1363  
Email: [ohacovid.fema@dhsosha.state.or.us](mailto:ohacovid.fema@dhsosha.state.or.us)

*Submit invoice only via email to: [ohacovid.fema@dhsosha.state.or.us](mailto:ohacovid.fema@dhsosha.state.or.us).*

DESCRIPTION	TOTAL
<b>Total Due</b>	<b>\$</b>

## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

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

#### 2. Amendments.

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

provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **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.
    - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other

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

- (3) 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.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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



**5. Funds Available and Authorized Clause.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. 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. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**7. Reserved.**

**8. Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
  - c. 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 County 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 County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
  - d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **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;
  - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
  - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) 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).

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

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

**11. Termination.**

**a. County Termination.** County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if 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;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative

Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) 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 OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

**c. Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**12. Effect of Termination.**

**a. Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

**b. Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor 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 OHA 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. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **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.

20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

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

With respect to a Third Party Claim for which the State is jointly liable with the 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.

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.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.



## EXHIBIT C

### Subcontractor Insurance Requirements

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

### TYPES AND AMOUNTS

#### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor 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

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. 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

**PROFESSIONAL LIABILITY:**

Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor 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 this Subcontract 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 Contractor's activities to be performed under this 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 your 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:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor'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, 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall obtain from the Contractor 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 effecting 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 OHA 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 Contractor 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:**

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

**STATE ACCEPTANCE:**

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## EXHIBIT D

### Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County 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. County 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.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 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 County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State,

local or tribal government in policymaking and administrative processes within the executive branch of that government.

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

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

**7. Audits.**

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

**8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Pro-Children Act.** County 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.).

**10. Medicaid Services. [Reserved]**

11. **Agency-based Voter Registration.** If applicable, County 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.
12. **Disclosure. [Reserved]**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

## Exhibit E: FEMA-OHA/State Agreement

### 439679 172308 OHA Vaccine Operations OR

The purpose of this Version 0 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from January 21, 2021 through April 20, 2021.

\*\*\*\*\*VERSION 1\*\*\*\*\*

The purpose of this Version 1 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from December 1, 2020 through July 31, 2021.

The project cost estimate is prepared based on Applicant-provided costs in response to FEMA 4499DR-OR (a COVID-19 declared event).

#### Work to be Completed

The Oregon Health Authority (OHA) is applying for funding on behalf of PNPs that will be administering vaccinations within the State. The applicant's funding request to vaccinate its population within their jurisdiction is limited at 36% of the population. According to the 2019 US Census, the total population of the State was 4,217,737. The total amount of vaccines eligible to be administered is 3,036,772 eligible doses (2 doses X 36% X 4,217,737).

The Applicant plans to distribute 75% of the eligible doses, 2,176,626 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 75%) throughout the state in this operational period by utilizing up to 71 potential vaccination sites of various sizes. These potential sites include 3 Mega Sites, 10 Large Sites, 23 Medium Sites, and 35 Small Sites. Local jurisdictions may request for the remaining 25% of the eligible doses, 725,542 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 25%).

The average unit cost based on Applicant provided information is \$101.15/dose, which is within the allowable range identified in 'Vaccine Administration Unit Costs.xlsx'.

Total project cost = unit cost per dose X eligible doses = \$101.15 X 2,176,626 = \$220,165,720

Approximate Vaccine Unit Cost per Site Type: (rounded to the nearest cent)

- 3 Mega Sites: \$28,911,592.60
  - \$58.85/vaccine x 491,276 vaccines
- 10 Large: \$68,270,960.34
  - \$83.38/vaccine x 818,793 vaccines
- 23 Medium: \$79,767,175.94
  - \$127.07/vaccine x 627,742 vaccines



- 35 Small: \$43,215,991.02
  - \$180.96/vaccine x 238,815 vaccines

Oregon Health Authority

A. Labor: \$200,990,107.75

- For Emergency Work, only overtime labor is eligible for budgeted employees. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Chapter 2:V.A. Applicant (Force Account) Labor of the PAPPG (V3.1)
  - 2 Team Lead
  - 2 Deputy Team Lead
  - 22 Security Personnel
  - 10 Traffic Control
  - 52 Vaccinators
  - 7 Pharmacists
  - 25 Nurse's Aides
  - 25 Medical Screeners
  - 2 Supply Managers
  - 5 IT Support
  - 5 On Call EMT
  - 32 General Staff
  - 4 Logistics Specialists
  - 2 Forms Distribution Staff
  - 2 Orientation Personnel
  - 4 Clinic Flow; Reviewers/Billing
  - 1 Clinic Manager
  - 3 Translators
  - 10 Float Staff
  - 3 Legal Affairs Officers

B. Facility Leases Costs: \$2,902,174.68

- Facility Lease
- Additional Parking

C. Facility Equipment/Service Costs: \$6,227,059.17

- Disinfection of Interior Facility will have no grey water runoff.
- One time 'Start-Up' Cost:
  - 4 Internet Access Hot Spot Device (one time cost)
  - 38 Interior Signage (one time cost)
  - 228 Chairs / Tables (per staff basis)
  - 300 Medical Waste Disposal (one time cost)
  - 10 Hand Carts (one time cost)
  - 15 Storage Equip (one time cost)
  - 1 Janitorial (one time material cost)

- o 51 Tablets (one time cost)
- o 84 Specialty Freezers (one time cost)
- o 2 Outside banner
- o 6 Message Boards in parking lot
- o 600 Traffic cones in parking lot
- o 52 Interior Privacy Partitions
- o 1 Initial Buildout of Facility
- o 1 Restoration back to pre-disaster

**D. Medical Materials Costs: \$10,046,378.29**

- 3,000 Needles
- 3,000 Syringes
- 3,000 Alcohol Prep Pads
- 1,500 Surgical Masks
- 1,500 Face Shields
- 3,000 Band-aids
- 1,500 Gloves
- 18 Sharp Containers
- 150 Antihistamines
- 5 Epi-Pens
- 25 First aid kit
- 18 Blood pressure measuring device
- 18 Light source to examine mouth and throat
- 3,000 Oxygen
- 18 Stethoscope
- 18 Timing device for measuring pulse
- 3,000 Tongue depressors
- 3,000 Tourniquet

**Work to be Completed Total: \$220,165,719.90**

Expedited project will be funded at 50% of the project cost.

**Version 0 Expedited Project Cost x 50%Reduction: \$110,082,859.95**

The Federal Cost Share for this Project is 100%.

**Project Notes:**

1. Scope and cost were developed based on 'Vaccine Administration Unit Costs.xlsx' See attachment: 'ST 172308 cost estimate.xlsx'.
2. This is an Expedited Project and will be reconciled for actual costs with all documentation required prior to any future version of this project.

3. Oregon projects with doses previously obligated are: 170298 (2,380); 169848 (5,344); 169861 (5,710); 169867 (61,616); 170071 (59,554). Total doses previously obligated = 134,604.
4. 'VERSION 1' only modifies project start and end dates. See document 'DR 4499 OR - Oregon Health Authority - Request to Modify our FEMA Agreement - Project 172308.pdf'.

#### **Grant Conditions**

##### **COVID-19 Expedited Application Disclosures:**

1. Contracts must include a Termination for Convenience clause.
2. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.
3. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.
4. Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.
5. Medical Waste will be disposed of in accordance with state-approved protocol.
6. Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.
7. The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

June 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #1 with Northwest Family Services to provide Ready for Kindergarten workshops and educational supplies to families with young children

<b>Purpose/Outcome</b>	Northwest Family Services will facilitate Ready for Kindergarten parenting workshops, virtual story-time engagement activities for parents and young children, and provide Brain Box educational materials for families with children birth to five. These services will foster brain development, school readiness, and positive parent-child interaction for families living in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$7,998 for a maximum value of \$56,558.40 and extends the end date to September 30, 2021.
<b>Funding Source</b>	Oregon Community Foundation (\$22,280.65) Oregon State University for its College of Public Health (\$15,408.43) Oregon State University (Student Success Act) (\$7,998) Clackamas County General Fund (\$10,871.32)
<b>Duration</b>	This amendment is effective upon signature by all parties for services ending September 30, 2021.
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/17/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Local Sub-Recipient Grant amendment for continuation of services
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC 9798

**BACKGROUND:**

The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Amendment with Northwest Family Services to provide high quality, evidence-based parenting education series and educational supplies to parents and caregivers in Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

*Healthy Families. Strong Communities.*

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

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

This Grant Amendment is effective upon signature by all parties for services ending on September 30, 2021.  
This Agreement has a maximum value of \$56,558.40.

**RECOMMENDATION:**

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

Respectfully submitted

*Mary Bombardieri for  
Rodney A. Cook*

Rodney Cook, Interim Director  
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

<u>Local Subrecipient Agreement Number: 9798</u>	<u>Board Order Number: 073020-A3</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Local Recipient: Northwest Family Services</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation and updates the Scope of Work to include additional Kindergarten Readiness workshops for parents with children 4-5 years old, virtual literacy engagement activities for parents and young children, and provide educational materials to families for children birth to five.

Maximum compensation is increased by \$7998 for a revised maximum of \$56,558.40. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

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 Recital:**

2. SUBRECIPIENT will conduct Spanish and English class series Parenting Inside Out (targeting families with children birth to 6) and Strengthening Families Program (targeting families with children 10-16). Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

**To Read:**

2. SUBRECIPIENT will conduct Spanish and English class series Parenting Inside Out (targeting families with children birth to 6) and Strengthening Families Program (targeting families with children 10-16). ***SUBRECIPIENT will additionally provide 3 virtual Kindergarten Readiness workshops for parents with children 4-5 years old, conduct virtual literacy activities for parents and young children, and distribute home educational materials to families with children birth to five.*** Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

**Amend:**

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 July 1, 2020 and not later than June 30, 2021, 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.

**To Read:**

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 July 1, 2020 and not later than **September 30, 2021**, 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.

**Amend:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$22,280.65), Oregon State University for its College of Public Health and Human Sciences (\$15,408.43), and Clackamas County (\$10,871.32) The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is \$48,560.40.

**To Read:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$22,280.65), **Oregon State University for its College of Public Health and Human Sciences (\$23,406.43)**, and Clackamas County (\$10,871.32) The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$56,558.40**.

**REPLACE:**

**Exhibit A-1 Scope of Work**

**With:**

**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, 2021 conduct two Spanish and two English class series of Paternidad Activa 4a/Active Parenting Now. Classes must target families with children 10 to 16 years old.
- By June 30, 2020 conduct three English class series of Parenting Inside Out. One series will target must target families with children birth to 6 years old and the other two series will target families with children 10-16 years old.
- By June 30, 2021 conduct two Spanish class series of Abriendo Puertas. Classes must target families with children birth to 6 years old.
- By June 30, 2021 conduct one English class series of Strengthening Families Program 10-14. Classes must target children 10 to 16 years old.
- ***By September 30, 2021 facilitate Ready for Kindergarten parenting class series for families with children 3-5 years old.***
- ***By September 30, 2021 produce a minimum of four virtual story time videos and deliver accompanying materials to families with children birth to 5. Story times may be produced in English or Spanish.***
- ***By September 30, 2021 distribute a minimum of 40 educational Brain Boxes to families with children birth to 5 and provide training to organizational staff on these materials and resources for parents and children.***



**REPLACE:**

**Exhibit B: Budget**

**With:**

<b>Exhibit B: Budget</b>					
<p>Contractor: Northwest Family Services            Program: OPEC Parenting Education            Address: 6200 SE King Rd            Portland, OR 97222            Contact Person: Samantha Furlow            Phone Number: 503-421-7122            E-mail: <a href="mailto:sfurlow@nwfs.org">sfurlow@nwfs.org</a></p> <p style="text-align: right;">Contract #: 8798 Amend 1</p>					
Budget Category	Approved Budget (OPEC) 7/1/20-6/30/21	Approved Budget (OSU/DHS) 7/1/20-6/30/21	Approved Budget (County GF) 7/1/20-6/30/21	Approved Budget (OSU/SSA) 7/1/20-9/30/21	Total Budget
<b>Personnel</b>					
Parenting Educators	\$ 8,000.00	\$ 1,750.00	\$ 2,625.00	\$ 1,071.00	\$ 13,446.00
Program Director & Admin	\$ 650.00	\$ 300.00	\$ 150.00	\$ 250.00	\$ 1,350.00
Child care/Support staff	\$ 1,975.00	\$ -	\$ 4,918.75	\$ 725.00	\$ 7,618.75
Fringe	\$ 2,791.50	\$ 150.00	\$ 831.38	\$ 447.00	\$ 4,219.88
	<b>\$ 13,416.50</b>	<b>\$ 2,200.00</b>	<b>\$ 8,525.13</b>	<b>\$ 2,493.00</b>	<b>\$ 26,634.63</b>
<b>Administration</b>					
Admin 10%	\$ 2,389.15	\$ 2,025.43	\$ -	\$ 700.00	\$ 5,114.58
	<b>\$ 2,389.15</b>	<b>\$ 2,025.43</b>	<b>\$ -</b>	<b>\$ 700.00</b>	<b>\$ 5,114.58</b>
<b>Program costs</b>					
Meals & Snacks, Food	\$ 3,200.00	\$ 1,354.00	\$ 1,400.00		\$ 5,954.00
Parent Incentives	\$ 1,700.00	\$ 5,611.00	\$ 250.00	\$ 335.00	\$ 7,896.00
Childcare & Program Supplies	\$ 1,575.00	\$ 4,218.00	\$ 300.00	\$ 4,250.00	\$ 10,343.00
Mileage	\$ -	\$ -	\$ 81.20	\$ 220.00	\$ 301.20
Bus Transportation	\$ -	\$ -	\$ 315.00		\$ 315.00
	<b>\$ 6,475.00</b>	<b>\$ 11,183.00</b>	<b>\$ 2,346.20</b>	<b>\$ 4,805.00</b>	<b>\$ 24,809.20</b>
<b>Total Budget</b>	<b>\$ 22,280.65</b>	<b>\$ 15,408.43</b>	<b>\$ 10,871.33</b>	<b>\$ 7,998.00</b>	<b>\$ 56,558.40</b>

**REPLACE:**

**Exhibit C: Performance Reporting Schedule**

**With:**

**Schedule and Requirements:**

Due monthly by the 15<sup>th</sup> 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 8<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September            Due October 8, 2020
- October – December        Due January 8, 2021
- January – March             Due April 8, 2021
- April – June                  Due July 8, 2021

***Ready for Kindergarten, Read With Me Virtual Story time and Early Learning Brain Box training and distribution quarterly report (funding to September 30, 21)***

- ***July – September    Due October 8, 2021***

**ADD:**

**Exhibit D-1: Reimbursement for Request OSU/SSA**

<b>Exhibit D-1: REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• 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></li> </ul>				
Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Samantha Furlow Contact Info: <a href="mailto:sfurlow@nwfs.org">sfurlow@nwfs.org</a> Term: 7/1/20-6/30-21		Contract Number: 9798 - Amend 1 Report Period: <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div>		
<b>OPEC</b>				
Budget Category	Approved Budget (OSU/SSA)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Parenting Educators (R4K, Read w/Me, Boxes)	\$ 1,071.00	\$ -	\$ -	\$ 1,071.00
Program Director & Admin (R4K, Read w/Me, Boxes)	\$ 250.00	\$ -	\$ -	\$ 250.00
Support Staff (R4K, Read w/Me, Boxes)	\$ 725.00	\$ -	\$ -	\$ 725.00
Fringe (R4K, Read w/Me, Boxes)	\$ 447.00	\$ -	\$ -	\$ 447.00
	<b>\$ 2,493.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,493.00</b>
<b>Administration</b>				
Admin 10%	\$ 700.00	\$ -	\$ -	\$ -
	<b>\$ 700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Program costs</b>				
Parent Incentives (R4K)	\$ 335.00	\$ -	\$ -	\$ 335.00
Program Supplies (Books, Brain Boxes)	\$ 4,250.00	\$ -	\$ -	\$ 4,250.00
Mileage (R4K, Read w/Me, Boxes)	\$ 220.00	\$ -	\$ -	\$ 220.00
	<b>\$ 4,805.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,805.00</b>
<b>Total Budget</b>	<b>\$ 7,998.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,998.00</b>
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.

**AGENCY**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

By:   
Rose Fuller, Executive Director

Date: 5/19/2020

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair

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

June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with the State of Oregon,  
acting by and through its Oregon Health Authority for the Reproductive Health Program

<b>Purpose/Outcomes</b>	The purpose of this agreement is for the continuation of the Reproductive Health Program Medical Services Agreement.
<b>Dollar Amount and Fiscal Impact</b>	This is revenue generating through fees for services
<b>Funding Source</b>	No County funds. Funding provided by the State of Oregon – Oregon Health Authority.
<b>Duration</b>	Effective upon signature with no termination date
<b>Previous Board Action</b>	Previous agreement Board Action on May 24, 2018 Agenda item – A1: 052418-A1
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. May 18, 2021 2. KR
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract was direct procurement.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10180

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of the Reproductive Health Program Medical Services Agreement. This agreement sets forth the conditions for CCHCD to be enrolled as a provider agency with the State of Oregon, Oregon Health Authority (OHA). As a provider agency, CCHCD will receive payments for reproductive health services, supplies and devices furnished by CCHCD to eligible clients.

There is no maximum dollar value assigned to this agreement. This agreement is effective upon signature and will continue through such time as CCHCD or OHA terminates the agreement.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,

  
Rodney A. Cook

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

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Clackamas.us/h3s



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10180	<b>Division:</b> HC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Amundson, Angie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, June 17, 2021

**CONTRACT WITH:** Oregon Health Authority

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input checked="" type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature 7/15/2021 - _____	<input checked="" type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Retroactive Request? _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Tuesday, May 18, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Health Centers

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Oregon Health Authority

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 6/17/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** To provide reproductive health services, supplies, and devices to individuals covered by the Oregon Health Plan as well as clients.

**H3S CONTRACT NUMBER:** 10180



## OREGON RHCARE MEDICAL SERVICES AGREEMENT

1	Enter the complete legal name of your business.
2	Enter the commonly used name of your business, if different.
3	Enter your complete office/business address ( <b>physical location of office</b> ).
4	If you wish to receive correspondence at another address or PO Box, enter the complete address here. If this is blank, all mail will be posted to the address in field 3.
6	Enter your business telephone and fax numbers, including area code, and email address.
7	Enter your Employer Identification Number or your Social Security Number. Agencies <b>must</b> enter Social Security Number or Federal Tax ID number, pursuant to 42 CFR 433.37, ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100, for the administration of state, federal and local tax laws. <b>Attach a copy of your IRS Confirmation Letter.</b>
8	Enter your business license number or your professional license number. <b>Attach a copy of the license.</b>
11	If applicable, enter your Clinical Laboratory Improvement Amendments certification number <b>and attach a copy of your CLIA certification letter.</b>

1. Business name Clackamas County Health Centers			2. Common name (if different)		
3a. Physical location address 2051 Kaen Rd. Suite 367			4a. Mailing address (if different)		
3b. City Oregor City	3c. State OR	3d. ZIP 97045	4b. City	4c. State	4d. ZIP
3e. County Clackamas County			7. EIN or SSN 93-6002286		
6a. Phone 503-742-5300			8. Business license # (if applicable)		
6b. Fax 503-742-5979			11. CLIA # 38D0662552		
6c. Email dcockrell@clackamas.us					

**NOTE:** If an agency changes its name, address, business affiliation, licensure, lab certification, or ownership, the RH Program must be notified in writing within 30 days of the change. Payments made to agencies who have not furnished such notification may be recovered.

**Applications must be signed and dated by the Agency. Electronic signatures are acceptable, but the RH Program will not accept stamped signatures. The RH Program will return incomplete applications.**

## OREGON RHCARE MEDICAL SERVICES AGREEMENT

This Medical Services Agreement (Agreement) sets forth the conditions for being certified as a RHCare agency (Agency) with the State of Oregon, Oregon Health Authority (OHA), Reproductive Health (RH) Program. Certification is necessary to receive payment for claims and if applicable, other funding for RHCare operations or programming.

Eligibility as a provider in RH Program is conditioned on the Agency applying for and being granted certification by the RH Program.

**Definitions:** For purposes of this Agreement the following definition applies:

- “OARs” means Oregon Administrative Rules 333-004-3000 to 333-004-3240.

As a condition for participation as an Agency with RH Program, Agency agrees as follows:

- A. Compliance with Oregon Administrative Rules:** To comply with the OARs.
- B. Payment:** To accept RH Program’s payment for any reproductive health services, supplies, and devices as payment in full and to not make any additional charge to a Client except as specifically allowed by the OARs. Eligibility for payment is determined as described in the OARs. Claims and data must be submitted through secure means as instructed by RH Program.
- C. Changes to RH Program Administrative Rules:** During the term of this Agreement, OHA may make changes to the OARs that govern the RH Program. OHA will ensure that Agency receives notice, which may include electronic delivery of the rulemaking notice which will include information about where to find the draft rules and the time period for submitting public comments. In addition, OHA will ensure that the Agency receives notice, which may include electronic delivery, of the final rules and their effective date. Agency’s delivery of services pursuant to this Agreement after receipt of the notice of the final rules shall be considered Agency’s acceptance of the new rules and this Agreement shall be deemed amended at such time to incorporate the revised rules. If Agency does not wish to accept and be bound by the new rules Agency should not render further services after receipt of notice of the final rules and should terminate this Agreement in accordance with Section D below.
- D. Termination and duration of agreement:** This agreement shall remain in effect unless the Agency fails to timely apply for recertification as required in the OARs, an application for recertification is denied, or if the Agency or RH Program terminates the agreement. The Agency or RH Program may terminate this Agreement without cause at any time by written notice to the others by certified mail, return receipt requested, subject to any specific termination requirements in the OAR 333-004-3050. If an Agency fails to apply for recertification prior to the expiration of its certification, this Agreement is terminated on the date the certification expires. If an Agency’s application for certification is denied, this Agreement is terminated on the date the final order is served on the Agency.

- E. Eligibility and continued participation; agency sanctions and payment recovery:** Failure to comply with the terms of this Agreement, the OARs, or submission of false or misleading information to the RH Program in any respect may result in sanctions, termination of the agreement, or payment recovery pursuant to OAR 333-004-3160, 333-004-3180, and 333-004-3200 subject to Agency appeal rights described in OAR 333-004-3210 and OAR 333-004-3220.
- F. Effective date:** This Agreement is effective upon the date of approval of the RH Program representative, as indicated by the signature at the end of the Agreement or upon the date of approval as an OHP provider by Health Systems Division, whichever is the later, unless those dates are prior to January 1, 2021, in which case this Agreement is effective on January 1, 2021.

Clackamas County Health Centers

Agency name

By signing this Agreement you acknowledge that you have read the Agreement, understand the terms of the Agreement and agree to be bound by the terms and conditions of the Agreement.

Signature of agency authorized business representative

Date

Printed name

Title of business representative

**RH Program:** By its signature, the RH Program certifies that the Agency qualifies as a RHCare Agency.

By:

Date

Timothy D. Noe

Printed name

Center Director

Title

All written correspondence regarding this Medical Services Agreement, including application and termination notice, should be sent to:

Oregon Reproductive Health Program  
800 NE Oregon Street, Suite 370  
Portland, Oregon 97232  
[rh.program@dhsosha.state.or.us](mailto:rh.program@dhsosha.state.or.us)

### Appendix A

Agency name: Clackamas County Health Centers

Clinics in which Agency will operate RHCare under this Agreement:

	<b>Name of clinic</b>	<b>Physical address</b>
Clinic 1	Beavercreek Health Center	110 Beavercreek Road, Suite 100 Oregon City, Oregon 97045
Clinic 2	Gladstone Health Center	18911 Portland Avenue Gladstone, Oregon 97027
Clinic 3	Sandy Health Center	38872 Proctor Blvd. Sandy, Oregon 97055
Clinic 4	Sunnyside Health Center	9775 SE Sunnyside Road, Suite 200 Clackamas, Oregon 97015
Clinic 5	Rex Putnam Health and Wellness Center	4950 SE Roethe Road Milwaukie, Oregon 97267
Clinic 6	Oregon City School Based Health Center	19761 S. Beavercreek Road Oregon City, Oregon 97045
Clinic 7		
Clinic 8		
Clinic 9		
Clinic 10		
Clinic 11		
Clinic 12		
Clinic 13		

	Name of clinic	Physical address
Clinic 14		
Clinic 15		
Clinic 16		
Clinic 17		
Clinic 18		
Clinic 19		
Clinic 20		



June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Amendment #1 with Clackamas County Children’s  
Commission to provide Head Start/Early Head Start children access to  
Ready Rosie programming and Ready for Kindergarten supplies

<b>Purpose/Outcome</b>	Clackamas County Children’s Commission (CCCC) will provide Head Start/Early Head Start children with access to the child learning program Ready Rosie and provide supplemental summer learning backpacks and Ready for Kindergarten supplies. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$37,765 for a revised amount of \$50,685.47. No County Funds are included and no match required.
<b>Funding Source</b>	Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) \$12,920.47 Oregon Early Learning Division (\$27,390) Oregon State University (Student Success Act Funds \$10,375)
<b>Duration</b>	This amendment is effective upon signature by all parties for services ending September 30, 2021.
<b>Previous Board Action/Review</b>	091020
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/17/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC 9826

**BACKGROUND:**

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Clackamas County Children’s Commission to provide high quality, evidence-based parenting education and supplies to parents and caregivers in Clackamas County. Ready Rosie is an evidence-based curriculum that promotes active family engagement to empower families and schools to work together to promote School Readiness, resulting in healthy child development, as well as improved parenting skills, and parent-child relationships.

This Grant Agreement is effective upon signature by all parties for services terminating on September 30, 2021. This Agreement has a maximum value of \$50,685.47.

*Healthy Families. Strong Communities.*

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

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

**RECOMMENDATION:**

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

Respectfully submitted,

*Mary Resubaege for  
Rodney A. Cook*

Rodney Cook, Interim Director  
Health, Housing & Human Services



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9826	<b>Division:</b>	CFCC
<b>Board Order #:</b>		<b>Contact:</b>	Jessica Duke
		<b>Program Contact:</b>	Chelsea Hamilton
		<input checked="" type="checkbox"/> Subrecipient	
		<input type="checkbox"/> Revenue	
		<input checked="" type="checkbox"/> Amend #	1 \$ 37,765.00
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item     BCC Agenda    **Date:** Wednesday, June 16, 2021

**CONTRACT WITH:** Clackamas County Children's Commission

**CONTRACT AMOUNT:** \$50,685.47

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year	-	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	- 9/30/2021	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	-	<input type="checkbox"/> Retroactive Request?	-

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Monday, May 17, 2021  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_ Jessica E.A. Duke, Prevention Unit Manager  
Date: May 21, 2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b> _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Clackamas County Children's Commission

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 6/16/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Clackamas County Children's Commission (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series to families with children, who are living in Clackamas County. Evidence-based parent education expands parent knowledge to increase positive parent-child relationships, reduce parental stress and isolation and increase academic success for students, including preparation for kindergarten.

Amend 1 updates the Scope of Work and extends the end date to include Head Start/Early Head Start children with access to the child learning program Ready Rosie and provides Ready for Kindergarten supplies.

**H3S CONTRACT NUMBER:** 9826

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Subrecipient Agreement Number: 9826

Board Order Number: 091020

Department/Division: H3S-CFCC

Amendment No. 1

Local Recipient: Clackamas County Children's  
Commission (CCCC)

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation and updates the Scope of Work to include Head Start/Early Head Start children with access to the child learning program Ready Rosie and provides Ready for Kindergarten supplies.

Maximum compensation is increased by \$37,765 for a revised maximum of \$50,685.47. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

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 Recital:**

2. SUBRECIPIENT will conduct three English class series of Circle of Security, a relationship-based parenting program, and one English class series of Nurturing Parenting ABC's target families at risk for abuse and neglect. Class series may be conducted in person or virtually to best meet the health and safety needs of the community.

**To Read:**

2. SUBRECIPIENT will conduct three English class series of Circle of Security, a relationship-based parenting program, one English class series of Nurturing Parenting ABC's target families at risk for abuse and neglect, ***provide Head Start/Early Head Start children with access to the child learning program Ready Rosie and provide supplemental summer learning backpacks and Ready for Kindergarten supplies.*** Class series may be conducted in person or virtually to best meet the health and safety needs of the community.

**Amend:**

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, 2020 and not later than June 30, 2021, 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.

**To Read:**

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, 2020 and not later than **September 30, 2021**, 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.

**Amend:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is \$12,920.47.

**To Read:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$12,920.47), ***Oregon Early Learning Division (\$27,390) and Oregon State University (Student Success Act \$10,375)*** ***The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is \$50,685.47.***

**REPLACE:**

**Exhibit A-1 Scope of Work**

**With:**

**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, 2021 Clackamas County Children's Commission will conduct three English class series of Circle of Security (total 8 sessions each), with a minimum of 6 unduplicated parents per series, to parents of children birth to 6 years of age.
- By June 30, 2021 Clackamas County Children's Commission will conduct one English class series of Nurturing Parenting ABC's, with a minimum of 6 unduplicated parents.
- ***By June 30, 2021 Clackamas County Children's Commission will provide 225 children with supplemental summer learning backpacks including Ready for Kindergarten materials and supplies.***
- ***By September 30, 2021 Clackamas County Children's Commission will provide 500 registered Head Start/Early Head Start children with access to the supplemental parenting education and child learning program Ready Rosie.***

**REPLACE:**

**Exhibit B: Budget**

**With:**

Exhibit B: Budget					
<b>Contractor:</b> Clackamas County Children's Commission					
<b>Program:</b> OPEC Parenting Education					
<b>Address:</b> 16518 River Road					
Milwaukie, OR 97267					
<b>Contact Person:</b> Christina Aguirre				<b>Contract #9826 A1</b>	
<b>Phone Number:</b> 503-675-4565				7/1/20-9/30/21	
<b>E-mail:</b> <a href="mailto:chistinaw@cccchs.org">chistinaw@cccchs.org</a>					
Budget Category	Amended Budget 7/1/20-6/30/21	OSU/SSA (to 9/30/21)	Total Budget	Match	
<b><u>Personnel</u></b>					
Parenting Educators	\$ 4,227.00		\$ 4,227.00	No Match Required on this Agreement	
Program Director & Admin	\$ 600.00		\$ 600.00		
Childcare Staff	\$ 700.00		\$ 700.00		
Fringe	\$ 1,511.95		\$ 1,511.95		
<b>Total Personnel</b>	<b>\$ 7,038.95</b>	<b>\$ -</b>	<b>\$ 7,038.95</b>		
<b><u>Administration</u></b>					
Administration	\$ 485.00		\$ 485.00		
<b>Total Administration</b>	<b>\$ 485.00</b>	<b>\$ -</b>	<b>\$ 485.00</b>		
<b><u>Program costs</u></b>					
Ready Rosie (OSU/SSA funded)		\$ 10,375.00	\$ 10,375.00		
Transition to K Backpacks (Early Learning Sector Planning)	\$ 27,390.00		\$ 27,390.00		
Meals & Snacks, Food	\$ 2,560.00		\$ 2,560.00		
Parent Incentives	\$ 439.00		\$ 439.00		
Childcare & Program Supplies	\$ 2,397.52		\$ 2,397.52		
<b>Total Program</b>	<b>\$ 32,786.52</b>	<b>\$ 10,375.00</b>	<b>\$ 43,161.52</b>		
<b>Total Budget</b>	<b>\$ 40,310.47</b>	<b>\$ 10,375.00</b>	<b>\$ 50,685.47</b>		

**REPLACE:**

**Exhibit C: Performance Reporting Schedule**

**With:**

**Schedule and Requirements:**

Due monthly by the 15<sup>th</sup> 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 8<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September            Due October 8, 2020
- October – December        Due January 8, 2021
- January – March             Due April 8, 2021
- April – June                 Due July 8, 2021

***Ready Rosie quarterly report (funding to September 30, 21)***

- ***July – September    Due October 8, 2021***

**REPLACE:**

**Exhibit D-1: Reimbursement for Request**

**With:**

<b>Exhibit D-1: REQUEST FOR REIMBURSEMENT</b>					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:					
<ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• 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>)</li> </ul>					
<b>Contractor:</b>	Clackamas County Children's Commission			<b>Contract Number:</b>	9826 - Amend 1
<b>Address:</b>	16518 SE River Road			<b>Report Period:</b>	
	Milwaukie, OR				
<b>Contact Person:</b>	Christina Aguirre				
<b>Contact Info:</b>	<a href="mailto:christinaw@cccchs.org">christinaw@cccchs.org</a>				
<b>Term:</b>	7/1/2020-9/30/2021				
Budget Category	Approved Budget 7/1/20-6/30/21	OSU/SSA (Ready Rosie to 9/30/21)	Current Draw Request	Previously Requested	Balance
<b><u>Personnel</u></b>					
Parenting Educators	\$ 4,227.00		\$ -	\$ -	\$ 4,227.00
Program Director & Admin	\$ 600.00		\$ -	\$ -	\$ 600.00
Childcare Staff	\$ 700.00		\$ -	\$ -	\$ 700.00
Fringe	\$ 1,511.95		\$ -	\$ -	\$ 1,511.95
<b>Total Personnel</b>	<b>\$ 7,038.95</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,038.95</b>
<b><u>Administration</u></b>					
Administration	\$ 485.00		\$ -	\$ -	\$ 485.00
			\$ -		
<b>Total Admin</b>	<b>\$ 485.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 485.00</b>
<b><u>Program costs</u></b>					
Ready Rosie		\$ 10,375.00	\$ -	\$ -	\$ 10,375.00
Transition to K Backpacks	\$ 27,390.00	\$ -	\$ -	\$ -	\$ 27,390.00
Meals & Snacks, Food	\$ 2,560.00		\$ -	\$ -	\$ 2,560.00
Parent Incentives	\$ 439.00		\$ -	\$ -	\$ 439.00
Childcare & Program Supplies	\$ 2,397.52		\$ -	\$ -	\$ 2,397.52
<b>Total Program</b>	<b>\$ 32,786.52</b>	<b>\$ 10,375.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,396.52</b>
<b>Total Budget</b>	<b>\$ 40,310.47</b>	<b>\$ 10,375.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,685.47</b>
<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>					
<b>CERTIFICATION</b>					
<small>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.</small>					



**AGENCY**

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

**Signing on Behalf of the Board:**

By: Darcee Kilsdonk  
Darcee Kilsdonk, Executive Director

\_\_\_\_\_  
Tootie Smith, Board Chair

Date: 5.17.2021

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

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to Purchase a one Category B Bus from Schetky Northwest Sales, Inc.  
For Use by Mt Hood Express Transit Service

<b>Purpose/Outcomes</b>	Approval to purchase one new Category B bus for the Mt Hood Express bus service to maintain transit to Government Camp and other locations in the Mt. Hood area/
<b>Dollar Amount and Fiscal Impact</b>	Total purchase cost is \$198,216 and is funded through HB 2017 Statewide Transportation Improvement Funds (STIF) by contract with TriMet
<b>Funding Source</b>	Federal Transit Administration 5339 Dollars and match will be handled by State Transportation Improvement Funds (STIF), no County General Funds are involved.
<b>Duration</b>	FY 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	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.
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641

**BACKGROUND:**

The Social Services Division of the Health, Housing, and Human Services Department requests approval to purchase one new bus for the Mt Hood Express public transit service through Schetky Northwest Sales, Inc. This vehicle will allow the Mt Hood Express program to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. This purchase will be fully funded by FTA and STIF funds.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route

deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles. The cost of the one new 37-passenger buses is \$198,216.

**Procurement Process:**

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made against the State of Oregon Price Agreement # 9465 with Schetky Northwest Sales, Inc.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve this purchase and that the Director of H3S or his/her designee be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

*Mary Boebaugh for  
Rodney A. Cook*

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

Placed on the BCC Agenda \_\_\_\_\_ by the Procurement Division

Approval of purchase \_\_\_\_\_  
Chair

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

**ODOT PUBLIC TRANSIT VEHICLE PURCHASE**

Agency Name: Clackamas County

Contact Person: Teresa Christopherson

Grant Agreement No. ODOT 34218

Date: 5/3/21

Phone No. 503-650-5718

**STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 1**

Vehicle Useful Life Category: Cat B

No. of Vehicles to be Purchased: 1

No. of Regular Seats: 37

No. of ADA Stations: 2

Required Specifications:

From RFQ (attach all RFQ's behind this form)

Other (Attach list or document)

Additional Preferred Options:

From RFQ (attach all RFQ's behind this form)

Other (Attach list or document)

Best Value Factors (non-purchase-price)

From RFQ (attach all RFQ's behind this form)

Other (Attach list or document)

**PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):**

Requested Quotes	Vendor: Creative Bus	Vendor: Schetky	Vendor:	Vendor:
Vehicle Make/Model Proposed:	Glaval Legacy / S2C	Champion Defender S2C		
Vehicle Base Price:	\$143,511	\$163,832		
Cost of Required Specifications:	\$38,356	\$32,733		
Total Vehicle Cost With Required Specifications:	\$181,867	\$196,565	\$0	\$0
Cost of Additional Preferred Options (if any - enter zero if none):	\$0	\$1,651		
Total Vehicle Cost With Required and Preferred Options:	\$181,867	\$198,216	\$0	\$0

**ODOT PUBLIC TRANSIT VEHICLE PURCHASE**

Agency Name: Clackamas County

Grant Agreement No: ODOT 34218

**STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2**

Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)				
Best Value Factors (non-purchase-price)	Vendor: Creative Bus	Vendor: Schetky	Vendor:	Vendor:
<b>Scoring is based on (list factors/scores):</b>				
Vehicle includes all Required Specifications (pass/fail)	PASS	PASS		
Lowest Pricing with Required Options (30 pts)	30	28		
Preferred options offered (20 pts)	20	20		
Estimated Date of Delivery (15 pts)	14	12		
Vendor references (15 pts)	13	13		
Agency's past experience with Vendor (20 pts)	14	19		
<b>Total Rating Score or Evaluation:</b>	91	92	0	
<b>Best Value Vehicle Selected:</b>	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected
<b>Explanation/Rationale for Vehicle Selected:</b>	Only two vendors that currently offer Category B vehicles on the State Price agreement. Selected the vendor with the highest overall score.			
AGENCY SIGNATURE (Required):				
<b>Agency Representative (enter printed name and title below)</b>			<b>Phone No. / E-mail address (enter below)</b>	
Teresa Christopherson - Administrative Services Manager			503-650-5718 / teresachr@clackamas.us	
<b>Signature of Agency Representative:</b>	<b>Teresa D. Christopherson</b> <small>Digitally signed by Teresa D. Christopherson Date: 2021.05.11 09:49:07 -07'00'</small>		<b>Date of signature:</b> 5/11/21	

# REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- Initial Request for Quote** (from Requesting Agency to Vendors)  
Due Date: 04/16/2021
- Response to RFQ** (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase** Grant Agreement Number 34218
- 

**VENDOR (Business Name):** SCHETKY NW SALES

**Vendor Contact Person:** MARK ZOLLNER

**Phone:** 503-607-3143

**Email Address:** [markz@schetkynw.com](mailto:markz@schetkynw.com)

**Alt Phone:** 971-990-7018

**Meets Buy America Standards** (49 USC § 5323(j); 49 CFR part 661)

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## REQUESTING AGENCY INFORMATION

**Agency:** Clackamas County

**Date:** 03/08/2021

**Contact Person:** Kristina Babcock

**Phone:** 971-349-0481

**Email Address:** kbabcock@clackamas.us

**Fax:** 503-655-8889

**Agency Address:** PO BOX 2950, Oregon City, OR 97045

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

**From (circle):** Oregon State Price Agreement / Other      **No. of Vehicles Required:** 1

**PTD Vehicle Category (Check):** (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

Cat A     Cat B     Cat C     Cat D     Cat E \_\_\_\_ (select from 1 or 3)

**Length (can be range):** 30-38ft    **Regular Seats:** 37    **ADA Stations/Tiedowns:** 2

**Fuel Type:**     Gasoline     Diesel     Bio-fuel     Hybrid     CNG     Propane     Electric

High Floor     Low Floor    **Other Comment:** \_\_\_\_\_

The general specification for vehicle is as follows:

<b>A. VENDOR'S VEHICLE BASE PRICE INFORMATION</b>		<b>VEHICLE BASE PRICE</b>
<b><i>This Section to be completed by Vendor</i></b>		<i>Enter base price from State Price Agreement below</i>
Vehicle Make/Model: <b>CHAMPION DEFENDER S2C</b>		
Length: <b>APPROXIMATELY 38'</b>		<b>\$163,832.00</b>
Fuel Type: <b>DIESEL</b>		
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:		
No. of Regular Passenger Seats: <b>37 INCLUDING FOLD AWAYS</b>		
No. of ADA Stations w/Tiedowns Desired: <b>2</b>		
Other Special Note:		
<b>B. VEHICLE REQUIRED SPECIFICATIONS</b>		
<b><i>Requesting Agency completes Description column</i></b> <b><i>Vendor completes "Vendor Response" columns</i></b>	<b>VENDOR RESPONSE</b>	
<b><i>Requesting Agency's Required Specifications Description</i></b>	<b><i>Vendor Suggestions (related to vehicle specs)</i></b>	
Altoona Test Executive Summary	PROVIDED	
Please provide 3 previous Oregon Transit customers reference contact numbers who have purchased <b>similar model units</b> , we will inquire: <ul style="list-style-type: none"> <li>• How responsive the vendor has been to warranty issues?</li> <li>• Were the vehicles delivered on time?</li> <li>• Were the vehicles delivered per the specifications in the RFQ?</li> <li>• Are there any other issues, concerns, or information regarding the vendor, shop staff, vehicle delivery, etc that you'd like to let me know about?</li> </ul>	PROVIDED- SEE ATTACHED	
<b><u>APPROVED EQUAL</u></b>		
Items bid other than specified must be determined by the Buyer as an approved equal. Include in final bid detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications. Determination of approved equal will be made by the Buyer, and the decision is final.		
All standard specs per State Price Agreement - please include a list of vendor provided standard specs with RFQ response including all chassis specs	PROVIDED	
Exterior Color - White	PROVIDED	

<b>Requesting Agency's Required Specifications Description (Continued)</b>	<b>VENDOR RESPONSE</b>
	<i>Vendor Suggestions (related to vehicle specs)</i>
Freightliner S2C or equivalent	PROVIDED
Cummins ISB6.7-280 280HP engine or equivalent	PROVIDED
Allison 3000 Automatic Transmission or equivalent	PROVIDED-ALLSION 3000 PTS
Transmission Fluid Cooler	PROVIDED
Traction Differential	PROVIDED
Differential Lock	PROVIDED
Minimum 26,000 GVWR	PROVIDED
Minimum 10,000 Front Axle	PROVIDED
Minimum 10,000 lb Front Taper Leaf Springs	PROVIDED
Minimum 17,500lb Rear Axle	PROVIDED
Minimum 21,000 lb Rear Air Suspension	EXCEEDS-23,000# WITH CHAIN CLEARANCE
Air Brake Package	PROVIDED
Air dryer with heater	PROVIDED
Hand operated parking brake	PROVIDED
Alternative Retarder System	PROVIDED
OEM Front bumper	PROVIDED
Rear Steel Bumper	PROVIDED
Brass gate valves on heater hoses	PROVIDED
Minimum 320 amp alternator	PROVIDED
Single Battery Box - Frame Mounted	PROVIDED
Dual Batteries - minimum 2250 CCA	PROVIDED
Heavy Duty Radiator	PROVIDED
115 Volt/ Minimum 750 Watt Engine Heater	PROVIDED
Minimum 60 Gallon Fuel Tank with access panel	PROVIDED
Fuel Water Separator	PROVIDED
Minimum 6 gallon DEF tank with easy outside access (SCR Systems Only)	EXCEEDS-10 GALLON
Front and Rear mud flaps	PROVIDED
All 6 tires must be traction tires (Must be Goodyear G622 RSD ULT)	PROVIDED



<p style="text-align: center;"><i>Requesting Agency's Required Specifications Description (Continued)</i></p>	<p style="text-align: center;"><b>VENDOR RESPONSE</b></p>
	<p style="text-align: center;"><i>Vendor Suggestions (related to vehicle specs)</i></p>
Spare traction tire and wheel (Goodyear G622 RST ULT)	PROVIDED
Tow package with Class 5 receiver type hitch prewired 7 pin waterproof socket. Steel used to attach hitch to the frame must be painted black to match the hitch and receiver with an undercoating paint.	PROVIDED
OEM Front Tow Hooks / Frame Mounted	PROVIDED
Full Vehicle Undercoating to all metal and fiberglass surfaces that are attached to vehicle body including front fenders and wheel wells.	PROVIDED
Rear center LED brake light	PROVIDED
Top rear, qty 2, flashing amber lights, operates w/ separate switch, LED	PROVIDED
LED yield signs with driver activation switch on dash (match TriMet yield sign ORS 811.167)	PROVIDED
Side body rubrail	PROVIDED
Galvanized Steel Cage Construction	PROVIDED- 1.5" 16-GAGE, TUBE GALVANIZED STEEL CAGE
2-step driver entry in addition to a driver Side running board	PROVIDED
Exterior page speaker	PROVIDED
Emergency Roof hatch	PROVIDED
Driver Controlled interior lights, must be dimmable or selectable by 2 or more switches	PROVIDED
Driver Controlled dash lights, must be dimmable	PROVIDED
Single Switch Intermittent Wipers	PROVIDED
Daytime running lights	PROVIDED
Remote/heated exterior mirrors	PROVIDED
Luminator TwinVision Mobilite LED destination signs, front and side, or approved equivalent. Sign operator mounted in driver's clear view. Must be compatible with Double Map information system.	PROVIDED
One Piece Seamless Composite Roof	PROVIDED
Insulation Foamed in place	PROVIDED
Minimum 110,000 BTU A/C system	EXCEEDS-116K BTU
3 or 4 heaters w/aux circulating pump, minimum 180,000 btu total	EXCEEDS- (3) 65K BTU HEATERS W/ CIRCULATION PUMP-195K BTU TOTAL
FRP Ceiling and Walls	PROVIDED
Maximum number of skirt luggage compartments allowable in available space	PROVIDED- (2) COMPARTMENTS
Heated stepwells	PROVIDED-ALL ENTRY STEPS

<b>Requesting Agency's Required Specifications Description (Continued)</b>	<b>VENDOR RESPONSE</b>
	<i>Vendor Suggestions (related to vehicle specs)</i>
Skirt storage compartment or other exterior storage compartment for chains. Compartment to have a non-locking thumb lock and a handle in the center of the door. Compartment to be fully enclosed. Doors should be metal and latches should be marine grade.	PROVIDED
LED Stepwell Lights	PROVIDED
LED interior and exterior lights	PROVIDED
Curbside entrance stanchion and modesty panel	PROVIDED
Stanchion and modesty panel with plexiglas behind driver	PROVIDED
Farebox stanchion mounted next to the entry door directly across from the driver with stairwell full length handrails on both sides of the stairwell	PROVIDED
Diamond SV farebox or equivalent with 2 vaults	PROVIDED
Front mounted Braun Century lift or equivalent	PROVIDED
Circuit Breakers in lieu of fuses	PROVIDED
Slide 'N' Click wheelchair securement system. Install TDSS systems under fold-away seats	PROVIDED
High Back Cloth Air Driver's seat with Armrest and have equivalent features to Seats Inc. Legacy LO. Must be a high back seat with power base.	PROVIDED
17" mid-back standard seats (Freedman or equivalent)	PROVIDED
Aisle side seats to have armrests and grab handles	PROVIDED
All except driver's seat to be vinyl / level 4 upholstery or higher	PROVIDED
Safety Kit (Fire Extinguishers/Triangles) mounted in vehicle	PROVIDED
First Aid and Bio-Hazard Kits mounted in vehicle	PROVIDED
Window drip rails	PROVIDED
Backup Alarm	PROVIDED
Ceiling Grab Rails	PROVIDED
Yellow stanchion line	PROVIDED
Electric passenger entry door with assist handles on each side	PROVIDED-YELLOW
34" wide electric operated entrance door w/manual reverse, 30" clear opening	EXCEEDS-40" ENTRY WITH 34" CLEAR OPENING
Interior Rear View mirror	PROVIDED
9" interior round convex mirror	PROVIDED



**Subtotal Cost of Required Options:** \$32,733.00

**Total Vehicle Cost With All Required Options and TAX:** \$196,565.00

**C. VEHICLE PREFERRED OPTIONS**

<b>Requesting Agency's Preferred Options Description</b>	<b>Included in Base Price? YES / NO</b>	<b>\$Additional Cost for Option\$ (or Note Not Available)</b>	<b>Vendor Suggestions (related to vehicle specs)</b>
Rack for schedules and notices inside bus mounted behind the driver	NO	\$150.00	SIX SLOT BROCHURE RACK INSTALLED
Powder Coat Yellow- railings on entry doors parallel to entrance, on ceiling and driver station	NO	\$1,276.00	STANCHION/GRAB PKG YELLOW DIMPLED; INCLUDES: RIGHT HAND GRAB RAIL, LEFT HAND GRAB RAIL, ENTRY STANCHION, DRIVER STANCHION, ROOF RAILS
4 sets of fully programmed keys	NO	\$225.00	THREE INCLUDED PER DASPS
<b>Subtotal Cost of Preferred Options:</b>		<b>\$1,651.00</b>	

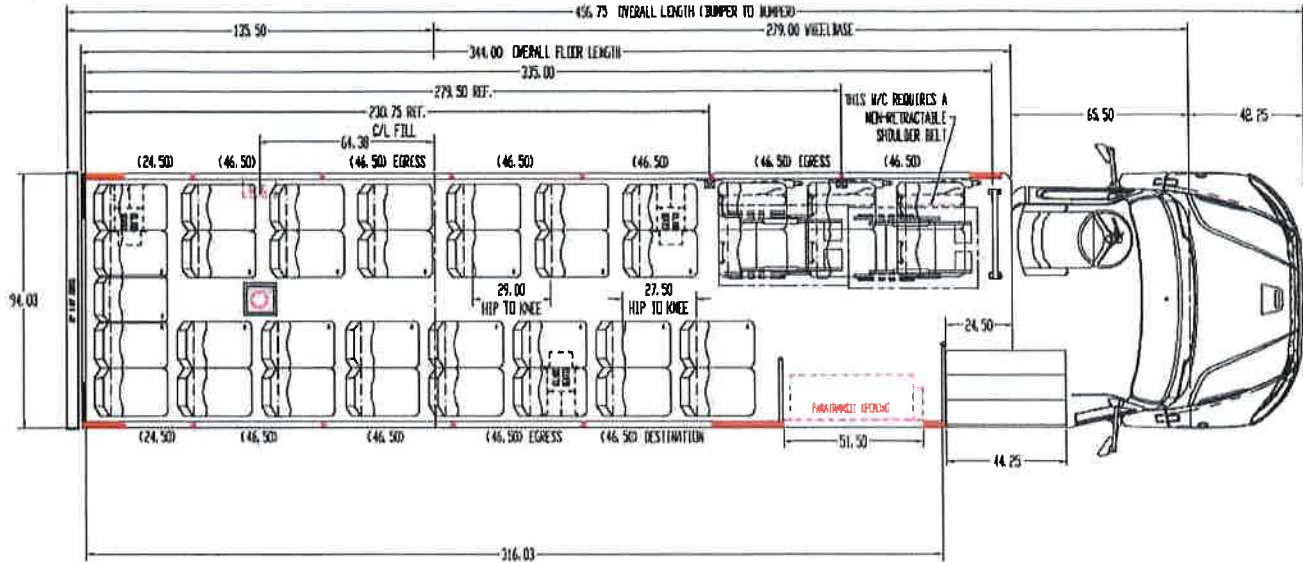
**Vendor's Signature:**  **Date Sent:** 04/16/2021

**Vendor's Response Back to RFQ - Please sign and date your response here.**

**Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)**

FREIGHTLINER S2C CHASSIS

 = SHOULDER BELT



**VENDOR INFORMATION**

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

**Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.**

**Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.**

**Vendors are required to submit the following certification attachments with each Quote response:**

**Attachment 1 – Certificate of Compliance with Bus Testing Requirement**

**Attachment 2 – Pre-Award FMVSS and Buy America Certification**

**Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)**

## VEHICLE SELECTION INFORMATION

Select one of the vehicle and successful price quote will be based on:

- Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)
- Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

- Vehicle includes all required specifications (pass / fail)
- Lowest pricing will all required options – sliding scale (30 pts)
- Preferred options offered (20 pts)
- Estimated date of delivery (15 pts)
- Vendor references (15 pts)
- Agency's past experience with Vendor (20 pts)

The vendor with the highest overall score will be selected.

### INCLUDED PER DASPS 2234-19 UNLESS OTHERWISE REQUESTED:

#### **STANDARD VEHICLE EQUIPMENT**

FULLY WELDED STEEL ROLL CAGE CONSTRUCTION  
1.5X1.5" 16 GA. STEEL BODY SUPERSTRUCTURE  
14 GAUGE STEEL STEPWELL, FLAT FLOOR  
TOP T-SLIDER WINDOWS  
REAR ESCAPE WINDOW  
TRACK SEATING W/TRACK INSERT IN FLOOR ONLY  
2.54 FIBERGLASS EXTERIOR SIDEWALLS  
3.9 FIBERGLASS EXTERIOR SIDEWALLS 29' AND LONGER  
GALVANIZED STEEL SKIRTS  
ROOF ONE PIECE COMPOSITE PER LF  
FIBERGLASS REAR CAP  
DRIF RAIL OVER PASSENGER ENTRY DOOR  
RUST INHIBITOR: FLOOR, FRAME, LOWER SIDEWALLS  
ANTI CORROSION PROTECTED STEP WELLS AND WINGS  
RIGHT HAND GRAB RAIL  
LEFT HAND GRAB RAIL WITH STANCHION AND MODESTY PANEL  
BATTERY BOX W/SLIDE TRAY BLACK (FREIGHTLINER)  
DUAL BATTERIES  
LED INTERIOR DOME LIGHTS  
LED DUAL STEPWELL LIGHTS  
ALL LED EXTERIOR LIGHTING  
BLACK STEEL POWDER COATED REAR BUMPER  
STAINLESS STEEL FUEL/DEF DOORS  
REAR EXHAUST  
REAR MUD FLAPS  
FOAM INSULATION 1/2" THICK - R VALUE 8  
FULL BODY UNDERCOATING

#### **BASE VEHICLE EQUIPMENT (AS SPECIFIED BY STATE)**

BATTERY, BOX S/S SLIDE/TRAY

EXHAUST, STREET SIDE  
ENGINE COMPARTMENT LIGHT LED 12" STRIP  
EXTENSION, TIRE VALVE STEM  
SPARE TIRE/WHEEL 19.5" SHIP LOOSE  
UNDERCOAT CAB  
MANUAL, PARTS  
AS BUILT WIRING DIAGRAMS  
AUXILIARY 12V POWER SOURCE W/ COVER  
CIRCUIT BREAKERS IN LIEU OF FUSES  
LIGHT, REAR CENTER BRAKE "LED"  
LIGHTS, DOOR ACTUATED DOME  
MASTER DISCONNECT SWITCH (BODY ONLY)  
EXTERIOR KEY SWITCH  
LEGEND ELECTRICAL BOX  
BATTERIES,DUAL 750CCA  
RADIO, AM/FM/CD PLAYER W/ 4 SPEAKERS REI  
MIC HANDHELD IN-DASH REI  
PAGE,SPEAKER EXTERIOR (EACH)  
BACK-UP CAMERA SYST 7" MON. & 1 CAM REI  
RADIO, TWO WAY PREP  
FLOORING - COVERED UP SIDEWALL  
FLOORING, FULL RUBBER GRAY RCA (PER FOOT) (QTY 38)  
PLYWOOD, 5/8" MARINE TECH FLOOR  
YELLOW STANDEE LINE  
YELLOW STEP EDGE NOSINGS  
ACT 70,000 BTU A/C, OEM COMPRESSOR PLUS TM-16 ADD ON COMPRESSOR, EZ-5 EVAPORATOR, CS-3 CONDENSOR  
HEAT CIRCULATION PUMP  
HEATER 65, 000 BTU (QTY 2)  
BUMPER, ANTI-RIDE SHIELD  
DOOR, ENTRANCE 40" ELECTRIC CUTAWAY W/AUTO REVERSE  
TRANSIGN,VISTA LED DESTINATION FRT/SIDE  
LIFT PKG BRAUN NCL1000FIBHB3451-2 403/4  
DUAL PANEL LIFT DOORS W WINDOWS, ADA LIFT LIGHTING, ADA ENTRY LIGHTING  
PARK INTERLOCK, FAST IDLE, PRIORITY SEATING SIGNS, WHEELCHAIR LOCATION SIGNS  
L-TRACK FRONT TO BACK PER W/C (QTY 2)  
L-TRACK LENGTH OF W/C SPACE ABOVE WINDOW  
BACKUP ALARM (SMALL)  
EXTINGUISHER FIRE 5 POUND  
FLARE KIT - REFLECTOR  
GRAB RAILS, CEILING (QTY 2)  
KIT, FIRST AID - 24 UNIT  
MIRROR, INTERIOR 6.0" X 16.0"  
MIRRORS ROSCO HTD/RMT M2  
SEAT BELT WEB CUTTER  
STANCHION, EXTRA W/MODESTY PANEL  
STANCHION, W/MODESTY/DRIVERS BARRIER  
FRONT GLOVE BOX, LOCKING  
DOOR,CONTROL ACCESS 40" DOOR  
INTERIOR, CEILING FRP (PER FOOT) (QTY 38)  
INTERIOR, WALLS FRP (PER FOOT) (QTY 38)  
PASSENGER, PULL CORD YELLOW  
PASSENGER, TOUCH TAPE  
SIGNAL, CHIME 2-TONE (ADA)  
SIGNAL, PASSENGER STOP RQUEST BULKHEAD MOUNTED  
MID HI FEATHERWEIGHT RIGID W/T LEG DOUBLE (QTY 12)  
LEVEL 3 FABRIC UPGRADE (PER PASSENGER) (QTY 24)  
SEAT BELT - UNDER SEAT RETRACTOR - DOUBLE-FREEDMAN (QTY 10)  
FREEDMAN US ARM (FLIP UP) (QTY 12)  
PADDED AV GRAB HANDLE TOP BLACK (QTY 12)  
INTERLOCK,E-SERIES INTERMOTIVE GTWY 505

SPORTWORKS APEX 3 BIKE RACK  
STANDARD NON-RETRACT. 60" SEATBELTS AT REAR ROW SEATS  
NEED DIAMOND MODEL XV W/ 2 VAULTS  
QRT 360 TIEDOWN L-TRACK WC 18/19 RE (QTY 2)  
ADD'L PRE-WIRE COILED IN OVERHEAD STORAGE  
DECALS "VIDEO CAMERA IN USE" - IN ENGLISH & SPANISH  
REDUNDANT GROUND BETWEEN CHASSIS & POWER UNIT  
12" SEATBELT EXTENSION (QTY 2)  
ADD'L PREWIRE TO TERMINATE IN OVERHEAD COMPARTMENT  
QSTE.AINT #Q8-6324 LAP BELT EXTENDER  
TRIANGLE YIELD SIGN  
FIVE (5) CAMERA SEON SYSTEM



# Attachment 1

## BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Schefky NW Sales

Name of Bidder/Company Name

MARK ZOLLNER

Type or print name

*Mark Zollner*

Signature of authorized representative

*Charlene Michelle Gage*

Signature of notary and SEAL



Date of Signature

04 / 16 / 2021

## Attachment 2

### PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

#### PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

#### DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

#### PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
  1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017 more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
  2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

#### PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

#### PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturer's self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

#### COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Schetky NW Sales  
Name Mary Zalkner Title Sales Manager  
Signature [Signature] Date 04/16/2021

Bidder or offeror Certificate of:

#### NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Attachment 3

### TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

**Certification:**

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Name of Bidder/Company

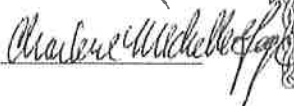
Name Type or print

Signature of Authorized Representative



Date 04/16/2021

Signature of notary and SEAL



Prepared for:  
Amber Eisigner  
Champion Bus  
331 Graham Road  
PO Box 158  
Imlay City, MI 48444  
Phone: (810) 724-1753

# Freightliner Custom Chassis Corporation

Prepared by:  
April Newton  
Freightliner Custom Chassis  
522 HYATT STREET  
GAFFNEY, SC 29341  
Phone:

A proposal for  
**Champion Bus: DEALER COPY**

Prepared by  
**Freightliner Custom Chassis**  
April Newton

Apr 08, 2021

## Freightliner Custom Chassis Corp S2C

*CHAMPION DEFENDER – Modified MY2020 Standard 5B*

*B6. 7-280hp / 3000 PTS / AIR Drum Brakes / ADA / 255R70 x 22.5" Goodyear G622 / Steel Wheels*

*Spare tire/wheel / Traction Differential*

*279" wb @ 26,000# GVWR (Frame Limited)*

*(F-GAWR: 10,000# / R-GAWR: 17,500#)*

*Clackamas, OR*

VERIFY SPECIFICATIONS ARE ACCURATE BEFORE PLACING AN ORDER



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.6.103  
Data Version PRL-8H6.013  
MY22.CHAMP.S2C.DFNDR.Mod5B.ClackOR.280hp...



04/08/2021 10:13 AM

Page 1 of 12

Prepared for:  
 Amber Eisigner  
 Champion Bus  
 331 Graham Road  
 PO Box 158  
 Imlay City, MI 48444  
 Phone: (810) 724-1753

# Freightliner Custom Chassis Corporation

Prepared by:  
 April Newton  
 Freightliner Custom Chassis  
 522 HYATT STREET  
 GAFFNEY, SC 29341  
 Phone:

## SPECIFICATION PROPOSAL

Data Code	Description
<b>Price Level</b>	
PRL-8H6	FCCC SHUTTLE BUS 2022 DATABOOK (EFF: 02/01/21)
<b>Data Version</b>	
DRL-013	SPECPRO21 DATA RELEASE VER 013
<b>Vehicle Configuration</b>	
001-342	S2C 106 CONVENTIONAL CAB AND CHASSIS
002-004	SET BACK AXLE - TRUCK
003-001	LH PRIMARY STEERING LOCATION
<b>General Service</b>	
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 17500.0 lbs
ADJ-99D	GROSS VEHICLE WEIGHT ADJUSTMENT +/- : - 1500.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 26000.0 lbs
AA1-005	CHASSIS CONFIGURATION
A85-032	SHUTTLE BUS
AA3-045	CHARTER/SHUTTLE/TRANSIT BUS/MOTOR COACH
A84-1BU	BUS TRANSPORTATION BUSINESS SEGMENT
AA4-014	PASSENGERS COMMODITY
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
AF3-039	CHAMPION MOTOR COACH
<b>Engine</b>	
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM



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 Champion Bus  
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 GAFFNEY, SC 29341  
 Phone:

Data Code	Description
<b>Engine Controls &amp; Parameters</b>	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
99D-008	2008 CARB EMISSION CERTIFICATION WITH IDLE SHUTDOWN DISABLED - EXEMPTED
79A-085	85 MPH ROAD SPEED LIMIT
79B-020	CRUISE CONTROL SPEED LIMIT 75 MPH MAX ALLOWED
79G-998	NO IDLE SHUTDOWN CONFIGURATION
79K-017	PTO MODE ENGINE RPM LIMIT - 2300 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED
79P-009	PTO RPM W/CRUISE SET SW - 1200 RPM
79Q-005	PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM
79S-009	PTO MODE CANCEL VEHICLE SPEED - 0 MPH
79U-006	PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND
79W-001	ONE REMOTE PTO SPEED
79X-009	REMOTE PTO SPEED 1 SETTING - 1200 RPM
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80M-002	ALTERNATE SWITCH SPEED 950 RPM
80N-002	MAXIMUM ENGINE RPM = 2500 ON VSS FAILURE
<b>Engine Equipment</b>	
266-100	700 SQ-IN ALUMINUM RADIATOR
105-001	ENGINE MOUNTED OIL CHECK AND FILL
111-001	15W-40 WT ENGINE OIL
190-001	DONALDSON 1-STAGE AIR CLEANER
188-050	AIR INTAKE THROUGH LH SIDE OF HOOD
189-001	AIR INTAKE PIPING - CLNR TO ENGINE
192-004	AIR CLEANER MOUNTED ON FIREWALL
124-120	LN 12V 320 AMP 4962PGH PAD MOUNT ALTERNATOR
292-098	(2) ALLIANCE 1231 GRP31 12V MF 2250 CCA THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
282-045	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB 62" (1575MM) AFT OF STD
291-001	FRAME GROUND RETURN FOR BATTERY CABLES
289-006	PLASTIC BATTERY BOX COVER



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 522 HYATT STREET  
 GAFFNEY, SC 29341  
 Phone:

Data Code	Description
293-998	NO BATTERY SHUTOFF SWITCH
107-032	CUMMINS 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STD MECH AIR COMP GOV
131-012	STEEL AIR COMPRESSOR DISCHARGE LINE
152-049	ELECTRONIC ENGINE INTEGRAL WARNING & DERATE PROTECTION SYSTEM WITH SEPERATE LOW COOLANT LVL LIGHT & BUZZER
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
234-025	HORIZONTAL DIESEL PARTICULATE FILTER AFTERTREATMENT DEVICE
235-076	RH IB FRAME MTD HZ ATD
23U-009	10 GALLON DEF TANK LH FRAME MTD
35W-001	EXHAUST MITIGATION DEVICE FTL 4" ID SLIP-FIT
237-072	HORIZONTAL TAILPIPE, EXIT LH REAR OF CHASSIS
273-004	BORG WARNER VISCOUS FAN DRIVE
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
267-001	REMOTE MOUNTED SURGE TANK
103-039	ANTIFREEZE TO -34F, OAT (NITRITE & SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-016	CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA AND GREATER, SS CLAMPS LESS THAN 1"
261-001	STANDARD CHARGE AIR COOLER PLUMBING
270-998	NO OPTIONAL RADIATOR PLUMBING
168-002	LOWER RADIATOR GUARD
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER
140-010	CHROME ENGINE HEATER RECEPTACLE TEMPORARILY MOUNTED TO ENGINE
134-001	ALUMINUM FLYWHEEL HOUSING
155-023	DENSO 12V STARTER WITH COPPER CONTACTS



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Data Code	Description
<b>Transmission</b>	
342-1K8	ALLISON 3000 PTS AUTOMATIC TRANSMISSION WITHOUT PTO PROVISION
<b>Transmission Controls &amp; Parameters</b>	
345-082	5TH GEN COMMON PUSH BUTTON ELEC SHIFTERW/REMOTE MTD ECU W/O SHIFTER MTG PLT
353-032	VEHICLE INTERFACE WIRING WITH ADA INTERLOCKS
343-342	PKG 226 - 3K/4KHS/MH/PTS/TRV - 5TH GEN
97F-002	ALLISON TRANS - SEM/LRTP REQ
97G-001	TRANS PROG-ENABLED
84C-023	1,1,6 - LOW, START, HIGH GEARS -3K/4K PRIMARY GEARS
85B-008	RANGE INDICATION,NEUT
84U-998	TCU DRIVER SW INPUTS NOT SUPPORTED
84W-004	AUX RNG INHIBIT,DUAL
<b>Transmission Equipment</b>	
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
<b>Front Axle &amp; Equipment</b>	
400-1A5	DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74DROP SINGLE FRONT AXLE
403-002	NON-ASBESTOS FRONT BRAKE LINING
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
404-074	HALDEX LONGSTROKE FRONT BRAKE CHAMBERS
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS W/WINDOW, CENTER AND SIDE PLUGS - OIL
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES





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Data Code	Description
618-002	STANDARD CUPS AND CONES (WHEEL BEARINGS) FRONT AND REAR
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR

## Front Suspension

620-062	10,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
629-998	NO FRONT SWAYBAR
410-017	SACHS FRONT SHOCK ABSORBERS

## Rear Axle & Equipment

420-1GH	DA-RS-17.5-4 17,500# R-SERIES SINGLE REAR AXLE
421-478	4.78 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-082	1710 DANA SPICER MAIN DRIVELINE W/HALF ROUND YOKES & REDUCED SIZE BEARING
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE
393-001	DRIVELINE GUARD
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FAB'D SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-001	CAM SUPPORT BRACKETS
451-023	CONMET CAST IRON REAR BRAKE DRUMS
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS
435-998	NO DRIVELINE PARKING BRAKE
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS

## Rear Suspension

622-216	23,000# AIRLINER REAR SUSPENSION WITH CHAIN CLEARANCE
621-007	AIRLINER HIGH POSITION RIDE HEIGHT
888-002	MANUAL DUMP VALVE FOR AIR SUSPENSION W/INDICATOR LIGHT, W/O GAUGE



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Data Code	Description
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
87D-001	REAR AIR SUSPENSION DUMP VALVE AUTOFILL W/IGNITION OFF OR >5 MPH W/WIND LIGHT
878-018	(1)DCDL REAR VLV FOR SINGLE DRIVE AXLE
630-001	REAR SWAYBAR
439-017	SACHS REAR SHOCK ABSORBERS

## Tag Axle & Equipment

443-998	NO TAG AXLE
---------	-------------

## Brake System

018-002	AIR BRAKE PACKAGE
490-101	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID & WIRE BRAID CHASSIS AIR LINES
901-001	FIBER BRAID HOSE FRONT SERVICE BRAKE
902-001	FIBER BRAID HOSE REAR SERVICE BRAKE
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE W/ 5-8 PSI CRACK PRESSURE NO REAR PROPORTIONING VALVE
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION
46E-001	STANDARD AIR MANAGEMENT UNIT
480-083	WABCO SS-1200 PLUS AIR DRYER W/INTEGRAL AIR GOVERNOR AND HEATER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
460-008	STEEL AIR BRAKE RESERVOIRS MTD INSIDE RAIL
477-024	BW DV-2 AUTO DRAIN VALVE WITH HEATER ON ALL TANK(S)

## Wheelbase & Frame

545-707	7075MM (279 INCH) WHEELBASE
546-080	5/16X3.00X10-1/8 INCH STEEL FRAME (7.94MMX257.2MM/0.312X10.13 INCH) 80KSI
552-145	3925MM (155 INCH) REAR FRAME OVERHANG
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER

Application Version 11.6.103  
 Data Version PRL-8H6.013  
 MY22.CHAMP.S2C.DFNDR.Mod5B.ClackOR.280hp...



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Page 7 of 12

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Data Code	Description
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
565-001	STANDARD SUSPENSION CROSSMEMBER
<b>Chassis Equipment</b>	
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER & FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-006	ZINC PLATED HEX HEADED FRAME FASTENERS
54L-001	STANDARD REAR BODY BUILDER CLIPPING
<b>Fuel Tanks</b>	
230-001	60 GALLON/227 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS
5A3-003	PETROLEUM DIESEL FUEL
205-009	LH SIDEFILL FUEL TANK CAP
20J-002	FUEL FILLER NECK WITH STRAIGHT FLANGE
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR W/12V HEAT & WIF
<b>Tires</b>	
093-1T2	GOODYEAR G622 RSD 255/70R22.5 16 PLY RADIAL FRONT TIRES
094-1T2	GOODYEAR G622 RSD 255/70R22.5 16 PLY RADIAL REAR TIRES
510-1T2	GOODYEAR G622 RSD 255/70R22.5 16 PLY RADIAL SPARE TIRE
<b>Hubs</b>	
450-045	CONMET PRE-SET BEARING IRON REAR HUBS
<b>Wheels</b>	
502-431	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC FRONT WHEELS
505-431	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
511-164	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC SPARE WHEEL
498-049	FREIGHTLINER VALVE STEMS
<b>Cab Exterior</b>	
829-071	106" BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB



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Data Code	Description
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP
653-997	OMIT STANDARD RH DOOR ASSEMBLY
655-025	LH CAB DOOR LATCHES WITH MANUAL DOOR LOCKS, NO RH DOOR LOCK
682-086	OPENING IN BACK OF CAB WALL WITH B-PILLAR UPHOLSTERY - TEMPORARY STRUCTURE
650-009	RUBBER CAB MOUNTS
664-001	PLAIN STEP FINISH
644-053	FIBERGLASS HOOD WITH SOFT CLOSE MECHANISM
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE
65X-003	CHROMED HOOD MOUNTED AIR INTAKE GRILLE
726-002	DUAL ELECTRIC HORNS
657-1A8	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1021
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
311-015	DAYTIME RUNNING LIGHTS ON FRONT TURN LAMPS WITH ENGINE RUNNING
294-027	WIRING ONLY WITH SEPARATE STOP AND TURN LIGHT CIRCUITS TO END OF FRAME FOR CUSTOMER FURNISHED LAMPS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1D9	LH ONLY WEST COAST MOLDED-IN COLOR MIRROR
797-001	DOOR MOUNTED MIRRORS
743-1A3	LH 8" MOLDED-IN COLOR CONVEX MIRROR MTD UNDER PRIMARY MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
677-058	DUAL LEVEL ENTRY STEPS LH ONLY
768-997	OMIT REAR WINDOW(S)
661-020	TINTED DOOR GLASS LH WITH TINTED LH NON-OPERATING WING WINDOWS, NO RH WINDOW
654-024	LH MANUAL WINDOW REGULATOR, NO RH REGULATOR
663-019	1-PIECE TINTED ROPED-IN WINDSHIELD
659-003	1 GALLON WINDSHIELD WASHER RESERVOIR



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Data Code	Description
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
969-101	FCCC DECALS IN PARTS BOX
<b>Cab Interior</b>	
707-1AK	OPAL GRAY VINYL INTERIOR
772-006	BLACK MATS WITH SINGLE INSULATION
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER
691-997	OMIT STANDARD FORWARD OVERHEAD CONSOLE
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
130-003	SANDEN COMPACT AIR CONDITIONER COMPRESSOR
685-082	BODY AC,FR/RR EVAP,SKRT COND,300,FR/C, S2C
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
702-002	BINARY CONTROL, R-134A
170-041	ADDITIONAL AUXILIARY LINES WITH MANIFOLD PLUMBING AND COMBINED SHUTOFF TO DASH AND AUXILIARY HEATER
739-034	PREMIUM INSULATION
285-020	SOLID-STATE CIRCUIT PROTECTION, PDMS W/FUSES & BRKRS, PDC W/FUSES & BRKR
324-074	LH/RH DOOR ACTIVATED DOME LT W/3-WAY SW & COURTESY LIGHTS MOUNTED ON ALL DOORS
32H-013	STEPWELL LAMP ON WITH DOOR(S) OPEN
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
756-1D9	PREM HB AIR SUSP ST W/3 CHMBR AIR LMBR, INT CUSH EXT,FWD&RR TILT, ADJ SHK
760-997	OMIT STANDARD FRONT PASSENGER SEAT
757-998	NO SEAT SKIRT(S)
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST
711-006	LH INTEGRAL DOOR PANEL ARMREST, NO RH ARMREST



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Data Code	Description
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER
763-031	3 POINT FIXED D-RING RETRACTOR DRIVER SEAT BELT; NO PASSENGER BELT
706-013	MOLDED PLASTIC DOOR PANEL
693-003	PLASTIC MANIFEST BOX - LH DOOR
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

## Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
811-042	ICU3S, 132X48 DISPLAY W/DIAGNOSTICS, 28 LED WRNG LAMPS & DATA LINKED
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
812-001	ELECTRONIC 3000 RPM TACHOMETER
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
844-001	2 INCH ELECTRIC FUEL GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
486-001	LOW AIR PRESSURE LIGHT AND BUZZER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH
148-079	PROG RPM CTRL WITH A/C OR 12.75V LOW VOLTAGE AUTO HIGH IDLE
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY



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Data Code	Description
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-049	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR, PNEUMATIC SERVICE BRAKE INTERLOCK AND CUSTOMER CONTROLLED PARK BRAKE RELEASE SOLENOID
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

## Design

065-196	PAINT: ONE SOLID COLOR; BASE/CLEARCOAT
---------	--

## Color

980-NC8	CAB COLOR A: B9145EY OXFORD WHITE ELITE EY
98A-998	NO GRILLE PAINT
986-019	CHASSIS PAINT: VENDOR BLACK
962-972	POWDER WHITE (N0006EA) FRT WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM(PKWHT21, TKWHT21, W, TW)

## Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION
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## Special Narrative Instructions

999-998	NO SPECIAL NARRATIVE
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(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



**STURAA TEST**

**10 YEAR**

**350,000 MILE BUS**

**from**

**CHAMPION BUS INC.  
GENERAL COACH AMERICA INC.**

**MODEL DEFENDER**

**DECEMBER 2009**

**PTI-BT-R0911**

**PENNSTATE**



---

**The Thomas D. Larson Transportation Institute**

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## EXECUTIVE SUMMARY

Champion Bus Inc. General Coach America Inc. submitted a model Defender. The bus is built on a Freightliner model Business Class M2 chassis, diesel-powered 29 seat (including the driver) 35-foot bus, for a 10 yr/350,000 mile STURAA test. The odometer reading at the time of delivery was 2,670 miles. Testing started on June 15, 2009 and was completed on November 27, 2009. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on July 3, 2009 and was completed on November 23, 2009.

The interior of the bus is configured with seating for 29 passengers including the driver plus 2 wheelchair positions. Free floor space will accommodate 20 standing passengers resulting in a potential load of 49 persons plus 2 handicap positions. At 150 lbs per person and 600 lbs per wheelchair position, this load results in a measured gross vehicle weight of 24,540 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 24,540 lbs. The middle segment was performed at a seated load weight of 21,630 lbs and the final segment was performed at a curb weight of 16,440 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 4 failures. Of the three reported failures, 1 was a Class 2 and two were Class 3.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 24.46 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.274 inches with a permanent set ranging between -0.004 to 0.002 inches under a distributed static load of 19,575 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The Static Towing Test was performed using a target load (towing force) of 19,728 lbs. All four front pulls were completed to the full test load with no damage or deformation observed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 5.0 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.39 mpg, 6.86 mpg, and 14.21 mpg respectively; with an overall average of 7.73 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.



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## AFTER-THE-SALE SUPPORT, SERVICE, AND WARRANTY

When considering your next bus purchase, we believe there are three (3) areas of importance the buyer should look at: the **manufacturer**; the **distributor**; and the **product** itself!

SNWS recognizes the value and importance of quality after-the-sale support. Customers involved in the transportation industry routinely face obstacles dealing with vehicle downtime, service accessibility, preventative maintenance, and parts availability which may negatively affect their service and operation. Recognizing this important aspect in customer satisfaction, SNWS has invested heavily to maintain a high level of this necessary after-the-sale support. As a further benefit to our customers, we provide after-the-sale support represented by the largest, longest established sale/service organization in the industry throughout the North America.

Schetky Northwest has a seventy-plus year commitment dedicated to customer service. With our proven track record in after-the-sale support, Schetky Northwest has received national recognition from such manufacturers as: ElDorado National, Thomas Built Bus, Champion Bus, Elkhart Coach, Heil Corp, Ricon Corp, Braun Corp, and MV-1 to name a few.

Whether your needs are for vehicle replacement, regular maintenance, parts replacement, technical advice, or operating assistance, Schetky is the Northwest's #1 bus dealer in sales and repeat customers since 1942!

### ➤ ELECTRONIC COMMUNICATIONS

The *Schetky Northwest* website allows for on-line warranty claim filing, requests for service, and parts ordering capabilities. For your review, you can also visit us at:  
<http://www.schetkynw.com/service/warranty.asp>

### ➤ WARRANTY DEPARTMENT

Schetky Northwest sales provides warranty service that is most convenient and in the best interests of the customer. For specific warranty claims or anytime you may have a question regarding your warranty, we encourage you to contact our Warranty Administrator Ed Wakeman. Ed can be reached as follows:

Ed Wakeman, Warranty Administrator  
Schetky Northwest Sales, Inc.  
503-382-3129 (Direct)  
800-255-8341 extension 129  
8430 NE Killingsworth St., Portland, OR 97220  
<mailto:edw@schetkynw.com>



SCHETKY NORTHWEST SALES, INC.  
BUS AND VAN SALES SINCE 1942  
PHONE: (800) 255-8341  
WEBSITE: WWW.SCHETKY.COM

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

Below describes the typical method of warranty adjustment<sup>1</sup>:

### **COACH:**

The Final-Stage Manufacturer Repair Station is available at: Schetky Northwest Sales, Inc., Portland, Oregon, or at our authorized service centers in Lakewood, WA.; or through our affiliate dealer network nation-wide; or by reimbursing agency for expenses incurred at a repair facility mutually agreed upon; or reimburse agency for mutually agreed expenses incurred at the agency's maintenance facility. Please refer to the specific warranty terms and conditions for method of warranty adjustment.

### **CHASSIS:**

The chassis warranty repair station is available at any authorized chassis dealership in the United States. The Final-Stage Manufacturer produces vehicles built on light, medium, and heavy duty chassis' built by Ford, Chevrolet, International, Freightliner, Mercedes-Benz, and specific purpose-built chassis' such as the MV-1 or ENC-Riverside heavy-duty chassis. Please consult your owner's manual or call Schetky Northwest for availability of your nearest service center. Schetky Northwest further offers contractual warranty and repair facilities throughout the Country through our affiliation with various distributor networks, assuring our customers with the finest in after the sale support.

## **COMPLETE SERVICE FOR ALL TYPES OF EQUIPMENT**

Quality service and repairs are offered in such areas as electrical systems, hydraulic systems, wheelchair lift, air conditioning, body repair, preventative maintenance programs, complete vehicle refurbishing, and custom fabrication. In our present facility, we have seven shop bays, plus a steam rack available for all our customers' service needs. To further serve the needs of our customers, Schetky Northwest also offers a convenient mobile field service program. In the past two years, our coverage for field service has increased to the point where we are able to service customers' needs on a monthly schedule and respond immediate to customer needs when required.

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<sup>1</sup>ALL BODY RELATED WARRANTY REPAIRS MUST BE PRE-AUTHORIZED BY FINAL-STAGE MANUFACTURER.



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SCHETKY NORTHWEST SALES, INC.  
BUS AND VAN SALES SINCE 1942  
PHONE: (800) 255-8341  
WEBSITE: WWW.SCHETKY.COM

## ➤ CUSTOMER SERVICE DEPARTMENT

Keeping with our philosophy to not only offer our customers the best product available, but also the best possible service we can provide, the *Schetky Northwest Service, Parts, & Warranty Department* staff of 23 employees are dedicated to providing the finest in after-the-sale support.

With over 25,000 square feet of Service, Parts, Sales, and Administrative offices located just minutes away from the Portland International Airport, *Schetky Northwest* is conveniently located between Interstate 5 and interstate 205 on Killingsworth Street in Portland, Oregon.

*Schetky Northwest* also maintains a complete service facility in Lakewood, Washington conveniently located just minutes from I-5.

To better support our valued customers, *Schetky Northwest* will be opening a new Service Facility in Pasco Washington the summer of 2014.

## ➤ MOBILE FIELD SERVICE

Recognizing that we cannot be everywhere, Schetky Northwest Service Department maintains additional contractual service agreements with other service facilities throughout the Northwest and Alaska to further provide our customers with convenient service alternatives. In addition, we further provide for a network of service facilities nation-wide for qualified after-the-sale support, including service and parts.

**FOR SPECIFIC SERVICE NEEDS IN YOUR AREA OR TO SCHEDULE AN APPOINTMENT, PLEASE CONTACT THE SCHETKY NORTHWEST SERVICE CENTER NEAREST YOU:**

### ➤ PORTLAND, OREGON

Brett Hill, Service Manager  
Schetky Northwest Sales, Inc.  
503-607-3137 (Phone - Direct)  
800-255-8341 extension 137 (Toll-Free)  
8430 NE Killingsworth St., Portland, OR 97220  
<mailto:bretth@schetkynw.com>

### ➤ LAKESWOOD, WASHINGTON

Matt Peters, Service Manager  
Schetky Northwest Sales, Inc.  
(503) 542-3906  
2624 112th St. So., Bldg. A2, Lakewood, WA 98499  
<mailto:mattp.schetkynw@gmail.com>



# **SCHETKY** **BUS & VAN SALES**

**PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!**

SCHETKY NORTHWEST SALES, INC.  
BUS AND VAN SALES SINCE 1942  
PHONE: (800) 255-8341  
WEBSITE: WWW.SCHETKY.COM

- **PASCO, WASHINGTON**  
Mr. Sam Corona, Service Manager  
Schetky Northwest Sales, Inc.  
(509) 545-3378 (Phone – Direct)  
East B Circle, Pasco, WA 99301  
[samc@schetkynw.com](mailto:samc@schetkynw.com)
  
- **MT. VERNON, WASHINGTON**  
Schetky Northwest Sales, Inc.  
1817 Railroad Ave, Unit B  
Mt Vernon, WA 98273

## **PARTS DEPARTMENT**

Complementing our Sales and Service departments, Schetky Northwest offers the largest parts distribution network in 11 western states representing over 237 Manufacturers. Staffed by a total of 6 representatives, our Parts Department is available from 7:30am to 5:00pm with 24 hour on call availability for those unexpected emergency situations.

- **FOR PARTS INQUIRIES AND SALES, PLEASE CONTACT:**

Schetky Northwest Sales, Inc.  
800-769-0902 (Toll-Free)  
8430 NE Killingsworth St.  
Portland, OR 97220  
<http://www.schetkynw.com/service/parts.asp>

**WE VALUE YOUR BUSINESS AND WELCOME THE OPPORTUNITY TO BE OF SERVICE. DO NOT  
HESITATE TO CONTACT US WHENEVER WE CAN BE OF ASSISTANCE.**

**THANK YOU FOR CONSIDERING  
SCHETKY NORTHWEST  
TO MEET YOUR TRANSPORTATION NEEDS.**

## STANDARD WARRANTIES

The following information must be filled out and provided for each Make/Model/Mfg offered under this Price Agreement.

Bus Vendor  
 Bus Manufacturer  
 Bus Model  
 Useful Life Category / Subcategory

Schetky Northwest Sales, Inc.  
 Champion Bus  
 Defender S2C - 35'  
 Category B/High Floor

Warranty	Miles	Years	Source
Body Structure	100,000	5	OEM
Chassis	36,000	3	OEM
Engine	UNLIMITED	2	CUMMINS
Transmission	36,000	3	ALLISON
Air conditioner	UNLIMITED	2	OEM (A.C.T.)
Lift/Ramp	3,000 CYCLES or 10,000 CYCLES	1 (STANDARD) OR 3 YEARS IF REGISTERED WITHIN 20 DAYS	OEM (BRAUN)
Seating	UNLIMITED	METAL COMPONENTS - 5 PLASTIC COMPONENTS - 3 MOVING COMPONENTS - 3 GAS SHOCK COMPONENTS - 1 FOAM UPHOLSTERED COMPONENTS - 2	OEM (FREEDMAN)
Passenger Heater	UNLIMITED	2	OEM (PROAIR)
Tires	VARIES	6	OEM (HANKOOK)
Starter	36,000	3	OEM (FORD)
Door Systems - Passenger and Emergency	UNLIMITED	1	OEM (A&M)
Alternator	36,000	3	OEM (FORD)
Seon Surveillance System	N/A	3	SEON



REI Page System	UNLIMITED	1	REI - Radio Engineering
Transign Destination Signs	N/A	10 - Limited Lifetime	Transign, LLC
Diamond XV Farebox	N/A	1	Diamond Manufacturing
Sportworks Apex 3 Bike Rack	N/A	1	Sportworks
Yield Sign	UNLIMITED	1	DataLED Technologies

\*\* ALL WARRANTIES PROVIDED ARE SUBJECT TO MANUFACTURERS' TERMS AND CONDITIONS.

## **Champion References**

### **Kayak**

Robert Johnson  
(541) 429-7985

### **Yamhill County**

Cynthia Thompson  
(503) 474-4910

### **Central Oregon Intergovernmental Council**

Marty Hopper  
(541) 923-3189



# CHAMPION®

## CHAMPION BUS STANDARD WARRANTY

### Notice

Please return the warranty registration card to register the warranty with Champion Bus so that Champion Bus may record your rights under this limited warranty and to ensure prompt assistance. Your dealer will provide the warranty card for you to sign. If you did not sign a Champion Bus warranty card at the time of delivery, please contact your dealer.

### Definition of Terms

**Authorized Champion Bus Dealer ("Dealer"):** This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Champion Bus Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

**Champion Bus, Division of Forest River, Inc. ("Warrantor"):** The party obligated to perform under this Agreement.

**Original Purchaser:** Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

**Wear and Tear:** The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

### 1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Champion Bus, Division of Forest River, Inc., hereinafter referred to as Champion Bus, 331 Graham Road, Imlay City, MI 48444; a Michigan Corporation; and is administered by the Champion Bus Customer Service Department, Imlay City, Michigan.

### 2. Who Is Covered

Champion Bus, the warrantor, extends this limited warranty agreement to the original owner only of the vehicle during the Warranty Period.

### 3. What Is Covered

Champion Bus, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Champion Bus.

### 4. Warranty Period

The Champion Bus limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

### 5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY, INCLUDING CORROSION DAMAGE TO THE BODY STRUCTURE.

### 6. Exterior Paint

Exterior Paint, performed by Champion Bus, is fully warranted to be free of substantial defects in workmanship by Champion Bus for the first three (3) years (36,000 miles) from date of original purchase, 50% warranted four (4) years (70,000 miles), and 25% warranted five (5) years (100,000 miles) from date of original purchase.

### 7. Other Warranties That May Apply

Champion Bus does not warrant the base chassis itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, driveline retarders, etc., such as Liquid Springs, Mor Ryde, Kelderman, Telma, etc. are not covered by Champion Bus. These items are covered by their original manufacturer and their warranties may vary.

### 8. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

### 9. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Champion Bus warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Champion Buses will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Champion Bus warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Champion Bus Customer Service before you make modifications, alteration or repairs.

#### **10. Recovery Limitations**

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitations include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; bus rentals; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

#### **11. How To Get Warranty Service**

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Champion Bus. The dealership must contact Champion Bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Champion Bus Customer Service Department (see address and telephone numbers below) for the name of a Champion Bus dealer nearest to you. Your claim must be made within 14 days of the discovery of the defect. Champion Bus will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

#### **12. Who Performs Warranty Service**

It is recommended you obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Champion Bus Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Champion Bus Customer Service Department (address below) for the name and location of a Champion Bus dealer near you.

#### **13. Dispute Resolution**

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Champion Bus Customer Service Department (see address below). If a dispute about warranty service arises between Champion Bus and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Champion Bus, one member appointed by the complainant/owner, and one member from the arbitrator group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Champion Bus and Champion Bus fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

#### **14. Limits Of Warranty**

This written statement of limited warranty represents the entire warranty authorized and offered by Champion Bus. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties of merchantability and fitness for a particular purpose along with all other liabilities or obligations of Champion Bus.

#### **FEDERAL COMPLIANCE**

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSON MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

Champion Bus  
Division of Forest River, Inc.  
CUSTOMER SERVICE DEPT.  
331 Graham Road  
Inlay City, MI 48444  
Phone: 844.473.8287





## Vehicle Purchase Order

### General Info

Email Address for Confirmation

kbabcock@clackamas.us

Purchase Order #

34218-B

Show this number on all papers and shipments pertaining to this order.

Ordering Agency Name

Clackamas County

Purchase Order

Date

5/13/2021

Delivery Date (est.)

2/14/2022

Purchase Method

State Price Agreement

### Vendor Information

Vendor Name

Schetky Northwest Sales, Inc

Vendor Contract

Number

9463

Vendor Address

8430 NE Killingsworth St  
Portland, OR 97220

Vendor Contact Name

Mark Zollner

Vendor Contact Phone

Office: (503) 382-3119  
Cell: (503) 607-3143

### Agency Information

Bill To Name and Address

Clackamas County  
2051 Kaen Rd  
Oregon City, OR 97045

Agency Contact Name

Kristina Babcock

Agency Contact Phone

(971) 349-0481

Ship To

Clackamas County  
City of Sandy Operations Center  
16610 Champion Way  
Sandy, OR 97055

ODOT/RPTD Grant Agreement

Number

34218

Comments

Purchase 1 Category B bus. To be delivered to Sandy Operations Center. All preferred options included (\$1651.00).

## Vehicle Information

### Vehicle Information

Category	Description (Make, Model, Fuel Type, and Length)	Total Seats, Total ADA Stations	Total Seats w/ADA deployed	Quantity	Base Price	Vehicle Options	Total Cost	
B	Champion Defender S2C, Diesel, 38'	37,20, 2 eg	31	1	\$168,832.00	\$29,384.00	\$198,216.00	
					1	\$168,832.00	\$29,384.00	<b>Grand Total: \$198,216.00</b>

## Match Information

### Vehicle 1

Vehicle Match Amount

\$46,916.00

Match Source

STIF

Total Match Amount

\$46,916.00

### 2.7.3 Mandatory purchase order language

This purchase is submitted pursuant to State of Oregon Solicitation no. **DASPS-2234-19** and price agreement no. **9463**. The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied.

Visit <https://www.oregon.gov/das/Procurement/Pages/ORPIN.aspx> to access ORPIN.

## Purchase Authorization

### Agency 1

By electronically signing below, you acknowledge that you are the agent authorized to complete the purchase order form.

Authorized Agent  
Printed Name

Teresa Christopherson

Authorized Agent Signature

Signature Date

5/13/2021



**ODOT Authorization (For ODOT use only)**

**Authorized Signatory**

Patricia McNeil

**Authorized Signatory Signature**



**Signature Date**

5/13/2021





June 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide Brain Box early learning materials and training to families located in Canby or Molalla

<b>Purpose/Outcome</b>	Todos Juntos will provide families with young children, living in Canby and/or Molalla, with Brain Box training materials and workshops. Brain Box, includes activities to foster brain development, school readiness and positive parent-child interaction to support ready for kindergarten practices.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$17,049 for a revised amount of \$50,805. No County Funds are included and no match required.
<b>Funding Source</b>	Oregon Community Foundation (\$23,755) Oregon State University for its College of Public Health (\$27,050)
<b>Duration</b>	This amendment is effective upon signature by all parties for services ending September 30, 2021.
<b>Previous Board Action/Review</b>	081320
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 05/17/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer, 971-533-4929
<b>Contract No.</b>	CFCC 9813

**BACKGROUND:**

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide high quality, evidence-based parenting education activities and workshops to parents and caregivers in Canby and/or Molalla. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

This Grant Agreement is effective upon signature by all parties for services terminating on September 30, 2021. This Agreement has a maximum value of \$50,805.

**RECOMMENDATION:**

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

Respectfully submitted,

*Mary W. Baugh for  
Rodney A. Cook*

Rodney Cook, Interim Director  
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Subrecipient Agreement Number: 9813	Board Order Number: 081320
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Todos Juntos	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation and updates the Scope of Work to include Brain Box distribution and Ready for Kindergarten workshops for children, parents and caregivers in Canby and Molalla to foster brain development, school readiness, and positive parent-child interactions.

Maximum compensation is increased by \$17,049 for a revised maximum of \$50,805. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

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 Recital:**

2. SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

**To Read:**

2. ***SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16 living in Rural Clackamas County and distribute Brain Box activities and provide Ready for Kindergarten workshops, to children, parents and caregivers living in Canby and Molalla. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.***

**Amend:**

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, 2020 and not later than June 30, 2021, 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.

**To Read:**

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, 2020 and not later than **September 30, 2021**, 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.

**Amend:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$23,755) and Oregon State University for its College of Public Health and Human Sciences (\$10,001). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$33,756.

**To Read:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$23,755) and Oregon State University for its College of Public Health and Human Sciences (**\$27,050**). ***The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$50,805.***

**REPLACE:**

**Exhibit A-1 Scope of Work**

**With:**

**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. All classes target families living in the rural areas of Molalla, Canby, Sandy and Estacada in Clackamas County. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2021 conduct one Spanish and English class series of Paternidad Activa 4a/Active Parenting Now.
- By June 30, 2021 conduct one English class series of Make Parenting a Pleasure.
- By June 30, 2021 conduct one English class series of Strengthening Families Program targeting families with children 10-16.
- ***By September 30, 2021 a minimum of 150 children and their parents or caregivers, located in Canby and/or Molalla) receive a BRAIN BOX, to include activities to foster brain development, school readiness, and positive parent child interactions.***
- ***By September 30, 2021 a minimum of 16 children and their parents or caregivers (located in Canby and/or Molalla) will participate in a minimum of three 90-minute workshops supporting ready for kindergarten practices.***

**REPLACE:**

**Exhibit B: Budget**

**With:**

<b>Exhibit B: Budget</b>				
<b>Contractor:</b>	Todos Juntos			<b>9813 - Amend 1</b>
<b>Program:</b>	OPEC Parenting Education			<b>8/1/20-9/30/21</b>
<b>Address:</b>	PO Box 645			
	Canby, OR 97013			
<b>Contact Person:</b>	Eric Johnston			
<b>Contact Info:</b>	eitodosjuntos@comcast.net			
<b>Budget Category</b>	<b>Budget (OSU) (8/1/20-6/30/21)</b>	<b>Budget (OPEC) (8/1/20-6/30/21)</b>	<b>Budget (OSU/SSA) to 9/30/21</b>	<b>Total Budget</b>
<b><u>Personnel</u></b>				
Parenting Educators (MPAP/APN)		\$ 3,630.00	\$ -	\$ 3,630.00
Parenting Educators (SF)	\$ 1,210.00		\$ -	\$ 1,210.00
Youth Facilitators (SF)	\$ 2,200.00		\$ -	\$ 2,200.00
Program Director & Admin (MPAP/APN)		\$ 6,050.00	\$ -	\$ 6,050.00
Program Director & Admin (SF)	\$ 2,200.00		\$ -	\$ 2,200.00
Child care staff (MPAP/APN)		\$ 4,800.00	\$ -	\$ 4,800.00
			\$ -	\$ -
Fringe (MPAP/APN)		\$ 1,502.00	\$ -	\$ 1,502.00
Fringe (SF)	\$ 800.00		\$ -	\$ 800.00
	<b>\$ 6,410.00</b>	<b>\$ 15,982.00</b>	<b>\$ -</b>	<b>\$ 22,392.00</b>
<b><u>Administration</u></b>				
<b>10%</b>	\$ 891.00	\$ 2,158.00	\$ -	\$ 22,392.00
	<b>\$ 891.00</b>	<b>\$ 2,158.00</b>	<b>\$ -</b>	<b>\$ 3,049.00</b>
<b><u>Program costs</u></b>				
Meals & Snacks, Food (MPAP/APN)		\$ 3,615.00		\$ 3,615.00
Meals & Snacks, Food ( SF)	\$ 1,400.00		\$ -	\$ 1,400.00
Meals & Snacks, Food (SSA)			\$ 4,680.00	\$ 4,680.00
Parent Incentives (MPAP/APN)		\$ 900.00	\$ -	\$ 900.00
Parent Incentives (SF)	\$ 450.00		\$ -	\$ 450.00
Childcare & Program Supplies (MPAP/APN)		\$ 650.00	\$ -	\$ 650.00
Childcare & Program Supplies (SF)	\$ 500.00		\$ -	\$ 500.00
Little Chippers Program Supplies (SSA)			\$ 1,000.00	\$ 1,000.00
Mileage (MPAP/APN)		\$ 450.00	\$ -	\$ 450.00
Mileage (SF)	\$ 350.00			\$ 350.00
Brain Boxes (SSA)			\$ 5,000.00	\$ 5,000.00
IY/MPAP Curriculum & Training (SSA)			\$ 6,369.00	\$ 6,369.00
	<b>\$ 2,700.00</b>	<b>\$ 5,615.00</b>	<b>\$ 17,049.00</b>	<b>\$ 25,364.00</b>
<b>Total Budget</b>	<b>\$ 10,001.00</b>	<b>\$ 23,755.00</b>	<b>\$ 17,049.00</b>	<b>\$ 50,805.00</b>

**REPLACE:**

**Exhibit C: Performance Reporting Schedule**

**With:**

**Schedule and Requirements:**

Due monthly by the 15<sup>th</sup> 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 8<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September      Due October 8, 2020
- October – December      Due January 8, 2021
- January – March      Due April 8, 2021
- April – June      Due July 8, 2021

***Brain Box and Little Chipper quarterly report (funding to September 30, 21)***

- ***July – September      Due October 8, 2021***



**REPLACE:**

**Exhibit D-1: Reimbursement for Request**

**With:**

<b>Exhibit D-1: REQUEST FOR REIMBURSEMENT</b>						
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:						
<ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).</li> </ul>						
Contractor: Todos Juntos					Contract Number: 9813 - Amend 1	
Address: PO Box 645					Report Period:	
Canby, OR 97013						
Contact Person: Eric Johnston					OPEC Program	
Contact Info: <a href="mailto:ejtodosjuntos@comcast.net">ejtodosjuntos@comcast.net</a>						
Term: August 1, 2020-June 30, 2021						
Budget Category	Budget (OSU) (8/1/20-6/30/21)	Budget (OPEC) (8/1/20-6/30/21)	Budget (OSU/SSA) (to 9/30/21)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>						
Parenting Educators (MPAP/APN)		\$ 6,270.00		\$ -	\$ -	\$ 6,270.00
Parenting Educators (SF)	\$ 1,210.00			\$ -	\$ -	\$ 1,210.00
Youth Facilitators (SF)	\$ 2,200.00			\$ -	\$ -	\$ 2,200.00
Program Director & Admin (MPAP/APN)		\$ 6,050.00		\$ -	\$ -	\$ 6,050.00
Program Director & Admin (SF)	\$ 2,200.00			\$ -	\$ -	\$ 2,200.00
Child care staff (MPAP/APN)				\$ -	\$ -	\$ -
Fringe (MPAP/APN)		\$ 1,275.00		\$ -	\$ -	\$ 1,275.00
Fringe (SF)	\$ 800.00			\$ -	\$ -	\$ -
	<b>\$ 6,410.00</b>	<b>\$ 13,595.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,005.00</b>
<b>Administration</b>						
10%	\$ 891.00	\$ 2,158.00		\$ -	\$ -	\$ 3,049.00
				\$ -	\$ -	\$ -
	<b>\$ 891.00</b>	<b>\$ 2,158.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,049.00</b>
<b>Program costs</b>						
Meals & Snacks, Food (MPAP/APN)		\$ 6,524.27	\$ -	\$ -	\$ -	\$ 6,524.27
Meals & Snacks, Food ( SF)	\$ 1,400.00			\$ -	\$ -	\$ 1,400.00
Meals & Snacks, Food (SSA)			\$ 4,680.00	\$ -	\$ -	\$ -
Parent Incentives (MPAP/APN)		\$ 900.00		\$ -	\$ -	\$ 900.00
Parent Incentives (SF)	\$ 450.00			\$ -	\$ -	\$ 450.00
Childcare & Program Supplies (MPAP/APN)		\$ 127.73		\$ -	\$ -	\$ 127.73
Childcare & Program Supplies (SF)	\$ 500.00			\$ -	\$ -	\$ 500.00
Little Chippers Program Supplies			\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Mileage (MPAP/APN)		\$ 450.00		\$ -	\$ -	\$ 450.00
Mileage (SF)	\$ 350.00			\$ -	\$ -	\$ 350.00
Rural Brain Boxes			\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
IY/MPAP Curriculum & Training			\$ 6,369.00	\$ -	\$ -	\$ 6,369.00
	<b>\$ 2,700.00</b>	<b>\$ 8,002.00</b>	<b>\$ 17,049.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,702.00</b>
<b>Total Budget</b>	<b>\$ 10,001.00</b>	<b>\$ 23,755.00</b>	<b>\$ 17,049.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,805.00</b>
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.						



June 16, 2021

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #02 to a Contract with Northwest Family Services  
for Drug and Alcohol Pre-Engagement and Prevention Activities

<b>Purpose/Outcomes</b>	Provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$51,140.08 to the value of the contract. New contract maximum value is \$153,420.23.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority Community Mental Health Program funds. No County General Funds.
<b>Duration</b>	Effective July 1, 2021 and terminates on December 31, 2021.
<b>Previous Board Action</b>	None
<b>Counsel Review</b>	Reviewed and approved May 24, 2021 (KR)
<b>Procurement Review</b>	Was this item processed through Procurement? No. Term of contract being extended to allow for the completion of a formal procurement process for these services.
<b>Strategic Plan Alignment</b>	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	9734

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to the Contract with Northwest Family Services for drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools. The Amendment extends the term of the Contract to ensure no gap in services while a formal procurement process is completed.

This Amendment, effective July 1, 2021 and terminates December 31, 2021, was reviewed and approved by Counsel May 24, 2021. The Amendment increases the maximum contract value by \$51,140.08 for a new maximum value of \$153,420.23.

**RECOMMENDATION:**

Staff recommends approval of this Amendment.

Respectfully submitted,

  
 Rodney Cook, Interim Director  
 Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9734	<b>Division:</b> BH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Russell, Angela	<input type="checkbox"/> Revenue
		<b>Program Contact:</b> Rumbaugh, Mary	<input checked="" type="checkbox"/> Amend # 2 \$ 51,140.08
			<input checked="" type="checkbox"/> Procurement Verified
			<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    Date: \_\_\_\_\_

**CONTRACT WITH:** Northwest Family Services^

**CONTRACT AMOUNT:** \$153,420.23

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input checked="" type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 7/1/2021 - 12/31/2021	<input type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Monday, May 24, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____



**Contract Amendment #02**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 9734 Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: **Behavioral Health** \_\_\_\_\_

Amendment No. 02

Contractor: **Northwest Family Services** \_\_\_\_\_

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:             Scope of Services             Contract Budget/Compensation  
                          Contract Term                 Other \_\_\_\_\_

---

This Amendment #02 is entered into between Northwest Family Services (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on July 9, 2020 (“Contract”), as amended.

**Justification for Amendment:**

This Contract provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.

This Amendment #02 extends the services provided by this contract an additional six (6) months.

Compensation of this Contract is increased by \$51,140.08. The new **maximum value of the contact is \$153,420.23.**

This Amendment #02 is effective **July 1, 2021** and continues through **December 31, 2021.**

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 Article I. Section 1 of the Contract:**

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2021**.

**TO READ:**

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.

**AMEND Article I. Section 3 of the Contract:**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred two thousand two hundred eighty dollars and fifteen cents (\$102,280.15)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

**TO READ:**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred fifty-three thousand four hundred twenty dollars and twenty-three cents (\$153,420.23)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

**AMEND Exhibit B, Scope of Work, Reporting Section A of the Contract:**

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **August 12, 2021**.

**TO READ:**

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **February 14, 2022**.

**AMEND Exhibit D, Compensation, Section a of the Contract:**

- a. 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 **\$102,280.15**. Compensation shall be based on the following budget:



<b>Youth A&amp;D Pre-Engagement &amp; Outreach Program Budget</b>			
<i>July 2020 - June 2021</i>			
<b>Category</b>		<b>Budget</b>	
<i>Personnel</i>			
	<i>FTE</i>		
CADCII	0.5	\$	42,025.00
CADCI	0.4	\$	31,980.00
Benefits		\$	18,501.50
<b>Total Personnel</b>		<b>\$</b>	<b>92,506.50</b>
<i>Other</i>			
Mileage		\$	1,328.50
<b>Total Other</b>		<b>\$</b>	<b>1,328.50</b>
<i>Administration</i>			
Admin Fee 9%		\$	8,445.15
<b>Total Administration</b>		<b>\$</b>	<b>8,445.15</b>
<b>Budget Total</b>		<b>\$</b>	<b>102,280.15</b>

**TO READ:**

- a. 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 **\$153,420.23**. Compensation shall be based on the following budget:

<b>Youth A&amp;D Pre-Engagement &amp; Outreach Program Budget</b>			
<i>July 2020 - December 2021</i>			
<b>Category</b>		<b>Budget</b>	
<i>Personnel</i>			
	<i>FTE</i>		
CADCII	0.5	\$	63,037.50
CADCI	0.4	\$	47,970.00
Benefits		\$	27,752.25
<b>Total Personnel</b>		<b>\$</b>	<b>138,759.75</b>
<i>Other</i>			
Mileage		\$	1,992.75
<b>Total Other</b>		<b>\$</b>	<b>1,992.75</b>
<i>Administration</i>			
Admin Fee 9%		\$	12,667.73
<b>Total Administration</b>		<b>\$</b>	<b>12,667.73</b>
<b>Budget Total</b>		<b>\$</b>	<b>153,420.23</b>

[Signature page follows]

**SIGNATURE PAGE**

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

**NORTHWEST FAMILY SERVICES**

Rose Fuller 5/24/2021  
Authorized Signature Date

Rose Fuller, Executive Director  
Name / Title (Printed)

170100-18  
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon  
Entity Type / State of Formation

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

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

**Signing on behalf of the Board:**

Tootie Smith, Chair Date

Approved as to form:

Kathleen J. Ricketts 5/24/2021  
County Counsel Date

June 16<sup>th</sup>, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment # 1 of the Sub-recipient Professional Services Agreement with  
Cascade AIDS Project (CAP) for HIV Testing and Counseling Services

<b>Purpose/Outcomes</b>	Amendment #1 updates the language regarding the funding split of State and federal dollars.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value of \$75,244 remains the same.
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Upon signature and will expire on June 30, 2021
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on November 25, 2020, Agenda item 112520-A2.
<b>Strategic Plan Alignment</b>	1. Efficient and Effective Services 2. Build a strong infrastructure.
<b>Counsel Review</b>	<i>No counsel review needed for amendment</i>
<b>Procurement Review</b>	1. Was this item processed through Procurement? No; This is a subrecipient and processed through Grants Management
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – 503-742-5956
<b>Contract No.</b>	9912-01

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Cascade AIDS Project (CAP) for HIV Testing and Counseling Services. The County receives funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Cascade AIDS Project to manage the HIV program.

Amendment #1 updates language regarding the funding split of State and Federal dollars. The maximum value of \$75,244 remains the same. This Agreement is effective upon signature and terminates on June 30, 2021.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,

*Mary Rumbaugh for Rodney A. Cook*

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



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9912	<b>Division:</b> PH	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Weber, Jeanne	<input type="checkbox"/> Revenue
		<b>Program Contact:</b> Summer, Anna	<input checked="" type="checkbox"/> Amend # 1 \$ 0.00
			<input checked="" type="checkbox"/> Procurement Verified
			<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 17, 2021

**CONTRACT WITH:** Cascade AIDS Project (CAP)

**CONTRACT AMOUNT:** \$75,244.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____	<input type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature _____ 06/30/2021	<input type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Retroactive Request? _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Naylor, Andrew    Date Approved: Monday, May 10, 2021  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Sherry L Olson    Digitally signed by Sherry L Olson  
Date: 2021.05.20 15:04:37 -07'00'

Date: 5/20/21

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Cascade AIDS Project (CAP)

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 06/10/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Provision of HIV Counseling & Testing

Amendment #01 Updates the funding split of Federal and State pass through funds.

**H3S CONTRACT NUMBER:** 9912

## Subrecipient Agreement Amendment Health, Housing and Human Services Department

H3S Contract Number 9912 Board Agenda Number N/A (Under \$150,000)

and Date June 17, 2021

Division Public Health Division

Amendment No. 01

Contractor Cascade AIDS Project

Amendment Requested By Philip Mason-Joyner

Changes:       Scope of Services                       Contract Budget  
                     Contract Time                                       Other Revise language

**Justification for Amendment:**

The purpose of this Amendment is to show that the Grant Funds for this Agreement are split between federal pass through funds and Oregon Health Authority state funds. This Amendment is effective **upon signature** and continues through **June 30, 2021**.

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

**AMEND:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2020-2021 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon issued to the State of Oregon by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that COUNTY will pay is **\$75,244**. 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 or termination of the Agreement.

**TO READ:**

4. **Grant Funds.** *The maximum, not to exceed, amount COUNTY will pay is \$75,244. COUNTY's funding for this Agreement is the Oregon Health Authority 2020-2021 Intergovernmental Agreement [#159803] for HIV Prevention Activities for Health Departments. Funding between sources is distributed as follows:*
  - **Federal Pass through funds (\$45,134.40) [U.S. Department of Health and Human Services; CFDA 93.940].**
  - **Oregon Health Authority State funds (\$30,089.60)**

*Signature on Next Page*

CASCADE AIDS PROJECT (CAP) – #21-009  
Subrecipient Grant Agreement [9912-01]  
Page 2 of 2

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

**CASCADE AIDS PROJECT**

**CLACKAMAS COUNTY**

By: Tyler TerMeer  
Tyler TerMeer

\_\_\_\_\_  
Chair, Board of County Commissioner's

Name and Title Cascade AIDS Project  
CEO

05-12-2021 | 4:35 PM PDT

\_\_\_\_\_  
Date

Date

520 NW Davis St., Suite 215

Street Address

Portland, OR 97209

City/State/Zip

503-278-3880 / 503-223-6437

Phone / Fax



June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #01 to the Sub-recipient Professional Services Agreement  
with Outside In, for HIV Testing and Counseling Services

<b>Purpose/Outcomes</b>	Amendment #1 updates the language regarding the funding split of State and federal dollars.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value of \$22,477 remains the same.
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Upon signature and will expire on June 30, 2021
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on November 25, 2020, Agenda item 112520-A2.
<b>Strategic Plan Alignment</b>	1. Efficient and Effective Services 2. Build a strong infrastructure.
<b>Counsel Review</b>	<i>No counsel review needed for amendment</i>
<b>Procurement Review</b>	1. Was this item processed through Procurement? No; This is a subrecipient and processed through Grants Management
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – 503-742-5956
<b>Contract No.</b>	9966_01

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Outside In for HIV Testing and Counseling Services. The County receives funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Outside In, Inc. to manage the HIV program.

Amendment #1 updates language regarding the funding split of State and Federal dollars. This maximum value of \$22,477 remains the same. This Agreement is effective upon signature and terminates on June 30, 2021.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,



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



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9966	<b>Division:</b> PH	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Weber, Jeanne	<input type="checkbox"/> Revenue
		<b>Program Contact:</b> Summer, Anna	<input type="checkbox"/> Amend # \$
			<input checked="" type="checkbox"/> Procurement Verified
			<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 17, 2021

**CONTRACT WITH:** Outside In

**CONTRACT AMOUNT:** \$22,477.00

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract        | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement         | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement    | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 06/30/2021	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Naylor, Andrew    Date Approved: Monday, May 10, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:**    Sherry L Olson    Digitally signed by Sherry L. Olson  
Date: 2021.05.20 15:06:12 -07'00'

Date: 5/20/21

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Outside In

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 06/10/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Contractor will provide HIV Testing Services

Amendment #01 Updates the funding split of Federal and State pass through funds.

**H3S CONTRACT NUMBER:** 9966

Subrecipient Agreement Amendment  
Health, Housing and Human Services Department

H3S Contract Number 9966 01 Board Agenda Number N/A (Under \$150,000)

and Date June 17, 2021

Division Public Health

Amendment No. 01

Contractor Outside In

Amendment Requested By Philip Mason-Joyner

Changes:

- Scope of Services  
 Contract Time

- Contract Budget  
 Other Update language

**Justification for Amendment:**

The purpose of this Amendment is to show that the Grant Funds for this Agreement are split between federal pass through funds and Oregon Health Authority state funds. This Amendment is effective **upon signature** and continues through **June 30, 2021**.

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

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**AMEND:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2020-2021 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon issued to the State of Oregon by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that COUNTY will pay is **\$22,477**. 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 or termination of the Agreement.

**TO READ:**

4. **Grant Funds.** *The maximum, not to exceed, amount COUNTY will pay is \$22,477. COUNTY's funding for this Agreement is the Oregon Health Authority 2020-2021 Intergovernmental Agreement [#159803] for HIV Prevention Activities for Health Departments. Funding between sources is distributed as follows:*
- *Federal Pass through funds (\$13,486) [U.S. Department of Health and Human Services; CFDA 93.940].*
  - *Oregon Health Authority State funds (\$8,991)*

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**Signatures on next page**

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

**OUTSIDE IN**

**CLACKAMAS COUNTY**

By Lou Slaughter, Development  
Name and Title Director

\_\_\_\_\_  
Chair, Board of County Commissioner's

May 10, 2021  
Date

\_\_\_\_\_  
Date

1132 SW 13<sup>TH</sup> AVENUE  
Street Address

PORTLAND OR 97205  
City/State/Zip

503-535-3803 /  
Phone / Fax