



AGENDA

Thursday, September 26, 2013 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-76

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

NOTE: The 2nd Readings for the Proposed Ordinances regarding the Exclusion Process from County Buildings has been postponed until a later date.

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

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

1. Presentation of the Oct. 17, 2013 Clackamas Shake Out, Supporting Earthquake Safety and the Annual Earthquake Drill (Jay Wilson, Department of Emergency Management)

IV. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. _____ Approving Annexation of the City of Johnson City into Clackamas River Water District (Chris Storey, County Counsel)

V. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

1. Approval of a Service Contract between Clackamas County and Universal Energy; Energy Savers, Inc; RichArt Family, Inc. and Energy Comfort, Construction LLC, for Multiple Weatherization Projects Performed on Low-Income Dwellings Located throughout Clackamas County – *Community Solutions*

- 4 2. Approval of an Intergovernmental Agreement with The State Board of Education acting by and through Portland State University Center for Improvement of Child and Family Services to Provide a Workforce Development and Training Program – *Behavioral Health*
- 5 3. Approval of a Sub-recipient Agreement with the Clackamas Children's Commission, Inc. for Intensive Home Visiting Services - *Children, Youth & Families*
- 6 4. Approval of an Intergovernmental Agreement with the State of Oregon Department of Education – Youth Development Division for the Receipt of 2013-2014 Funds - *Children, Youth & Families*
- 7 5. Approval of Amendment #03 of the Agreement with Daniel & Yeager, Inc. for Locum Tenens Staffing – *Health Centers*
- 8 6. Approval of a New Revenue 340B Third Party Administrator Service Agreement with NEC Networks, LLC, dba CaptureRx for 340B Discount Drug Program Administrative Services - *Health Centers*
- 9 7. Approval of a renewal Revenue Intergovernmental Agreement with Clackamas County Community Corrections to Provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*
- 10 8. Approval of Amendment #02 of the Revenue Agreement with Oregon Health & Science University for the CaCoon Program – *Public Health*

B. Department of Transportation & Development

- 11 1. Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for the Kellogg Avenue and Risley Avenue Safety Improvements Project

C. Elected Officials

- 12 1. Approval of Previous Business Meeting Minutes – *BCC*
- 13 2. Board Order No. _____ Cancelling Delinquent Manufactured Structure Personal Property Taxes for the Department of Assessment and Taxation – *Assessor*
- 14 3. Board Order No. _____ Cancelling Delinquent Personal Property Tax Accounts for the Department of Assessment and Taxation – *Assessor*
- 15 4. Approval of a Grant Award Agreement with the State of Oregon Criminal Fine Account and Unitary Assessment Department for the District Attorney - *DA*

D. Community Corrections

- 16 1. Approval of a Personal Service Contract with Bridges to Change Inc. to Provide Transitional Housing and Mentoring Services for Community Corrections

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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



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NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

September 26, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation Regarding the October 17, 2013 Clackamas Shake Out
Supporting Earthquake Safety and the Annual Earthquake Drill

Purpose/Outcomes	To provide education on earthquake safety to County employees and residents and comply with mandatory annual earthquake safety drill requirements in OAR 104-20.
Dollar Amount and Fiscal Impact	No direct fiscal impact. This is included in annual budgets for employee safety programs.
Funding Source	General fund with annual participation from Emergency Management, Risk Management, Facilities, and Information Technology
Safety Impact	Improve earthquake safety practices for employees and the general public through education, outreach and conducting drills.
Duration	Effective September 26, 2013 and terminates on October 22, 2013
Previous Board Action	The prior earthquake drill, Clackamas Shakedown, was held on April 25, 2012.
Contact Person	Jay Wilson, Hazard Mitigation Coordinator, 503-723-4848

BACKGROUND:

This is the annual promotion for the State-mandated earthquake “drop, cover and hold on” drill for County employees and the first time the County will participate in the nationally organized Great Shake Out campaign.

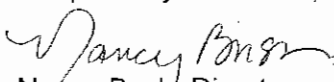
Clackamas County residents and employees are encouraged to use the month of October to learn more about earthquake risks and to practice personal safety by taking part in a Drop, Cover and Hold On drill at home and at work. October is also a good time to address hazards in the home and workplace that could cause injury or property damage during an earthquake.

By implementing this campaign, Clackamas County recognizes the threat of future earthquakes and recommends the necessary safety practices to reduce potential losses to life and property.

RECOMMENDATION:

Staff requests your support the Clackamas Shake Out earthquake drill on October 17, 2013 at 10:17 AM and the encouragement for all County staff to participate.

Respectfully submitted,


Nancy Bush, Director



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OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

September 26, 2013

Board of County Commissioners
Clackamas County

Stephen L. Madkour
County Counsel

Members of the Board:

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Assistants

Approval of Annexation to Clackamas River Water

Purpose/Outcomes	Discussion and Approval of Annexation Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Not Applicable
Previous Board Action	None
Contact Person	Chris Storey, Assistant County Counsel 503 742 4623
Contract No.	Not Applicable

CRW

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a domestic water supply district and Clackamas River Water is such a district, and this is a proposed annexation to Clackamas River Water ("CRW").

State statute requires the Board to act on the proposed annexation. As required by statute the Board of the District has endorsed the proposed annexation. A copy of the city resolution and accepting district resolution are attached, along with the cover letter from CRW delivering the documents to the BCC dated September 4, 2013.

This proposal was initiated by a petition of the Johnson City council to CRW pursuant to ORS 198.866, which allows for annexation of a city to a district by vote. Pursuant to such statute, Johnson City held an election on May 21, 2013. Due to certain thresholds not being exceeded, an election within CRW boundaries was not required. The County Clerk publicly reports that Measure 3-426 passed with 103 yes votes and 8 no votes.

Staff notes that CRW and Johnson City did not strictly comply with ORS 198 processes in handling the annexation, and did not deliver a certificate to the Board outlining the results of the election and requesting annexation. However, the letter from CRW's general manager, as

attached, can be deemed sufficient notice and certification and there is no question of the election results or intent of the parties. Therefore staff recommends moving forward with available materials.

CRITERIA

Unlike other annexation petitions, the Board appears by statute to have no discretion in entering the annexation order. ORS 198.867(3) states: "Upon receipt of the certificate of the city governing body and the district board, the county board **shall** enter an order annexing the territory included in the city to the district." (*emphasis added*). Therefore, staff recommends the annexation order be a discussion item to explain the differences for the public as to why it is not a public hearing, and then the Board enter an order of annexation consistent with the election results.

RECOMMENDATION

Staff recommends entering an order of annexation for the City of Johnson City into Clackamas River Water.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Annexation of the City of
Johnson City into Clackamas
River Water District



ORDER NO.

This matter coming before the Board at this time, and it appearing that more than half the electors within the City of Johnson City ("City") have voted pursuant to ORS 198.866 to support annexation of the City into Clackamas River Water District;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

It further appearing that this matter came before the Board on September 26, 2013;

NOW, THEREFORE, IT IS HEREBY ORDERED that the City of Johnson City with boundaries as of May 21, 2013 is annexed to Clackamas River Water District as of September 26, 2013.

ADOPTED this 26th day of September, 2013.

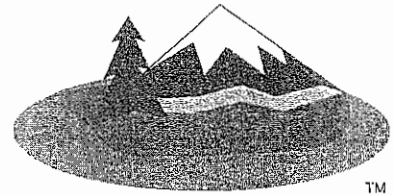
BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SEP 04 2013

Clackamas
County Counsel



Clackamas River Water

P.O. Box 2439 (503) 722-9220 16770 SE 82nd Drive, Clackamas
Clackamas, Oregon 97015-2439 Fax (503) 656-7086 customerservice@crwater.com

September 4, 2013

Clackamas County Commissioners
2051 Kaen Rd
Oregon City, Oregon 97045

Dear Clackamas County Commissioners:

In compliance with the fulfillment of the requirements of ORS 198.866 on the subject "Annexation of city to district", the City of Johnson City would like to present the City's and Clackamas River Water's Annexation Resolution's.

These resolutions' authorizes and approves the annexation of Johnson City into the jurisdictional boundary of Clackamas River Water.

Please let me know if there are any additional comments or questions concerning annexation issues.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lee E. Moore, Sr.", is written over a horizontal line.

Lee E. Moore, Sr.
General Manager

Attachments:

- *City of Johnson City Resolution No. 279*
- *Clackamas River Water Resolution No. 06-2013*

CC: Brian Johnson
Christopher Storey, Clackamas County Counsel
Ken Martin, Ken Martin Consulting

RESOLUTION NO. 219

A RESOLUTION AUTHORIZING A PROPOSAL FOR THE ANNEXATION OF THE CITY OF JOHNSON CITY TO CLACKAMAS RIVER WATER

WHEREAS, the City of Johnson City is municipal corporation of the State of Oregon, and

WHEREAS, the City Council of Johnson City recognizes that the City and its residents receive water from Clackamas River Water ("CRW") a domestic water supply district organized under Oregon Revised Statutes Chapter 264, and

WHEREAS, the City Council finds that Johnson City is entirely encompassed within the boundary of CRW and CRW is the appropriate water provider for Johnson City and its residents, and

WHEREAS, pursuant to ORS 198.866, a governing body of a city may adopt a resolution to propose annexation of the city to a domestic water supply district and upon certification of a copy of the resolution by the city to the district the district shall approve or disapprove the annexation

WHEREAS, the City of Johnson City, by and through its City Council, finds it in the best interest of the City of Johnson City and its residents to be part of the Clackamas River Water domestic water supply district;

NOW THEREFORE

THE COUNCIL OF THE CITY OF JOHNSON CITY RESOLVES AS FOLLOWS:

It is hereby requested and proposed that Clackamas River Water annex the City of Johnson City in its entirety; and further

That the boundary of the City being entirely within the boundaries of CRW and having a population of less than 20 percent of the population of CRW, that pursuant to ORS 198.866(3) an annexation of the City by CRW does not require an election; and further

That a certified copy of this Resolution be presented to the Board of CRW for its consideration.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this 22 day of January 2013


Mayor

ATTEST:



City Recorder

CLACKAMAS RIVER WATER

RESOLUTION No. 06-2013

A RESOLUTION APPROVING ANNEXATION OF TERRITORY INTO THE JURISDICTIONAL
BOUNDARIES OF CLACKAMAS RIVER WATER

WHEREAS, Clackamas River Water ("CRW") is a domestic water supply district organized under ORS Chapter 264; and

WHEREAS, a proposed annexation of territory is before the Board of Commissioners of Clackamas River Water; and

WHEREAS, the boundary of Johnson City is encompassed wholly within the boundary of Clackamas River Water; and

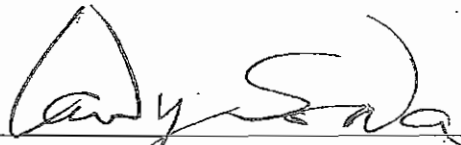
WHEREAS, the proposed territory is more particularly described as:

Tax Lot No. 00100, 00101, 00102, 00103 and 00104 of Assessor's Map No. 22E08DD, and its legal description provided for in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Clackamas River Water hereafter referred to as "Board", as follows:

1. The Board, by this resolution, approves the proposed annexation of the territory of Johnson City to be annexed to and included within the boundary of Clackamas River Water.
2. The Board makes no statement as to the availability or cost of providing domestic or fire prevention water service to the area included within the proposed annexation.
3. The City of Johnson City shall call an election on May 21, 2013. Upon certification of the election resulting in the majority of city voters approving the annexation, the City of Johnson City shall be annexed to Clackamas River Water District.

ADOPTED by the Clackamas River Water Board of Commissioners this 14th day of February, 2013.



Larry Sowa, Board President



Ken Humberston, Board Secretary

EXHIBIT A

This map was prepared for assessment purpose only.

SEE MAP 2 2E BDC

SEE MAP 2 2E BDC SUPPLEMENTAL

12-51

R-10

CLARA AVENUE

SECONDA STREET

S.E. JENNINGS AVE.

ECHO

C.R. 2946 WAY

W. LINE ISOM GRANFIELD D.L.C. NO. 49

ROOTS

(WEBSTER)

SEE MAP 2 2E 17AA

7800

8000

12-130

I JOHNSON CIVY I

SE 1/4 SEC. 8 T.2S. R.2E. W.M. CLACKAMAS COUNTY

708 N. 7250' S. 222' E' of S.E. CORNER

ROAD

ISOM GRANFIELD NO. 49 CYRUS WADSWORTH NO. 57

D.L.C.'s

2 2E 8DD

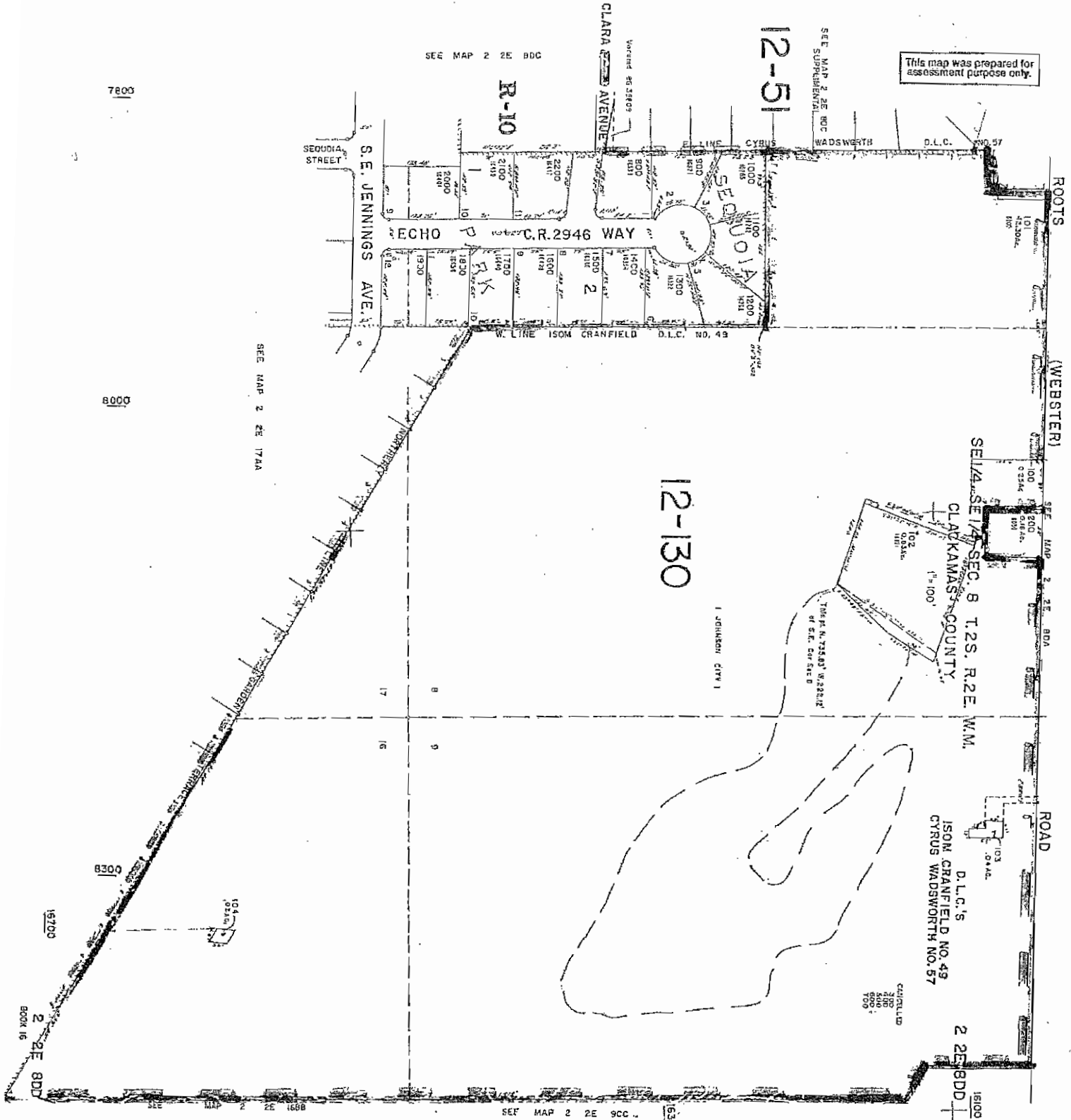
CONTROLLED 300 400 500 100

SEE MAP 2 2E 9CC

8300

19700

2 2E 8DD BOOK 16



September 26, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Services Contract between Clackamas County and Universal Energy; Energy Savers, Inc; RichArt Family, Inc. and Energy Comfort and Construction LLC, for multiple weatherization projects performed on low-income dwellings located throughout Clackamas County

Purpose/Outcomes	This completes Community Solutions for Clackamas County Weatherization's program moving from a work crew model to a contract for services model.
Dollar Amount and Fiscal Impact	Weatherization has an approved \$930,935 budget for delivery of contracted services in FY 2013/2014.
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective upon contract execution and terminates on June 30, 2014. The contracts have the option to renew for up to four additional one year terms with the written approval of both parties.
Previous Board Action	None
Contact Person	Jacque Meier 503-650-3339
Contract No.	CSCC 6438

BACKGROUND: Community Solutions for Clackamas County (CSCC) of Health, Housing and Human Services requests the approval of multiple Construction Contracts between Clackamas County and Universal Energy; Comfort Energy Savers, Inc; RichArt Family, Inc. and Energy and Construction LLC for multiple weatherization projects throughout Clackamas County. CSCC has reorganized their Weatherization program and this completes our moving from a work crew model to a contract for services model. These projects will be funded using Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP), Bonneville Power Administration (BPA), Energy Conservation Helping Oregonians (ECHO) as well as any other funding received specifically designated for low income weatherization. After the review of 5 proposals received it was determined that four out of the five shall be placed on a select bidders list to offer bids on multiple weatherization projects throughout Clackamas County.

These contracts have been reviewed and approved by County Counsel through Purchasing.

RECOMMENDATION:

Staff recommends the Board approval of these contracts and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


Cindy Becker, Director

**MATERIALS AND SERVICES CONTRACT FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION
PROGRAM**

RICHART FAMILY INC.

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

**Nancy Newton
Interim County Administrator**

**Lane Miller
Purchasing Manager**

**Tom Averett
Buyer**

**MASTER AGREEMENT
MATERIALS AND SERVICES CONTRACT
WEATHERIZATION CONTRACTOR SERVICES**

This Master Agreement for materials and services is entered into by and between **CLACKAMAS COUNTY** hereinafter referred to as the COUNTY, and **RICHART FAMILY INC.**, hereinafter called the CONTRACTOR, to provide the materials and services described below and in Section III, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This agreement covers the materials and services as described in Section III. This will generally be the process:

County staff will build a scope of work defining each separate measure to be installed in the individual dwelling. Bids submitted will include a separate cost for each measure identified, which will be installed per the Oregon Site Built and Mobile Home Specifications. Individual dwellings will be bundled 5-10 dwellings per project, bundle sizes may change based on production demand and timelines. These individual dwellings will have a maximum allowable cost and will be identified in the project manual bid packet. A mandatory walk through will be required for each individual dwelling, a separate bid for each individual dwelling will be prepared based on findings during the mandatory walk through and all measures installed per the Oregon Site Built and Mobile Home Specifications. All bids submitted prior to the deadline identified in each project manual. Project contract will be awarded to lowest responsive responsible contractor meeting scope of work specifications.

Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The contractor shall warranty work performed on each project for a period of one year from individual project completion. The contract shall commence **upon contract execution and continue through June 30, 2014**. This contract may be renewed for up to **four (4)** one year renewals with the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

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

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

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

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

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. SERVICES TO BE PROVIDED:

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for Proposals issued June 5, 2013 the Proposal Response opened at the time of closing on July 3, 2013, **Weatherization Contractor Services** for the rates established therein. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

IV. FEDERAL CONTRACT SPECIAL CONDITIONS

Failure to Perform

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - Reducing or withholding payment;
 - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes

may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

Termination for Convenience

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

Compliance with Applicable Law

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368), (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

County's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request County to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

Reporting Requirements

Contractor shall comply with the reporting requirements of the Awarding Agency including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

Records Maintenance; Access.

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

County and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

Patents; Copy Right; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to the County. The Contractor shall promptly disclose inventions to the County, within 2 months, after the inventor discloses it in writing to the Contractor's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

V. CONSTRAINTS

The CONTRACTOR agrees:

- A. If the materials and services to be provided pursuant to this contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
 2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

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

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

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

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards;
or
- c. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

12. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

VI. **BONDS**

Individual work orders issued will have bonding requirements. The CONTRACTOR will be required to furnish a performance bond before beginning each project.

The CONTRACTOR shall have a surety bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

VII. **INSURANCE REQUIREMENTS**

The CONTRACTOR agrees to maintain the following insurance limits for the contract term. Specific proof of insurance will be required for each project.

A. **COMMERCIAL GENERAL LIABILITY**

Required by COUNTY Not required by COUNTY

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

B. **AUTOMOBILE LIABILITY**

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. **PROFESSIONAL LIABILITY**

Required by COUNTY Not required by COUNTY

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

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY

Not required by COUNTY

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

E. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

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

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

I. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional-insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

VIII. SUBCONTRACTS

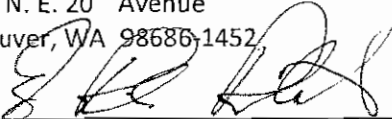
The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

IX. TERMINATION - AMENDMENT

- A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

RICHART FAMILY INC.
14600 N. E. 20th Avenue
Vancouver, WA 98686-1452



Authorized Signature

G. RICK RICHART - PRESIDENT

Name / Title (Printed)

7/31/13

Date

(360)574-5859 (360)574-1167

Telephone/Fax Number

50439

CCB License #

CLACKAMAS COUNTY BOARD OF
County Commissioners:

John Ludlow, Chair

Recording Secretary

Date

Approved as to form

David W. Anderson
County Counsel



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 20, 2013

All holders of the Proposal and Contract Documents:

Enclosed you will find Addendum #1 to the Request for Proposal Documents for **GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION PROGRAM**

Attached you will find a list of those attending the mandatory pre-proposal conference for this project held at 10:00 AM, June 19, 2013.

If you have any questions, please call 503.742.5449 or email me at toma@co.clackamas.or.us

Tom Averett
Buyer

**ADDENDUM #1 TO THE REQUEST FOR PROPOSAL DOCUMENTS FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM**

To: All Bid and Document Holders

Date: June 20, 2013

This Addendum No.1 issued prior to receipt of Proposals will become part of the Contract Documents, superseding the originals to the applicable extent indicated. Proposers shall be responsible for issuing information to those furnishing bids and quotations to them.

3.7, Cost (page 20 of the RFP package)

Use the following assumptions when supplying costs:

Item #1: No prep work to be included in cost calculation

Item #2: No prep work to be included in cost calculation

Item # 5: Factor in removal of siding in cost calculation

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided and submitting the signed Addendum with the proposal. Proposals submitted without this Addendum may be considered informal.

Lane Miller – Purchasing Manager

Received, acknowledged, and conditions agreed to this _____ day of _____, 2013.

Proposer: _____

By: _____

TABLE OF CONTENTS

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SECTION 2	Federally Required Forms
SECTION 3	Request for Proposal
SECTION 4	Proposal Response
SECTION 5	Insurance Certificates

**MATERIALS AND SERVICES CONTRACT FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION
PROGRAM**

UNIVERSAL ENERGY

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

**Nancy Newton
Interim County Administrator**

**Lane Miller
Purchasing Manager**

**Tom Averett
Buyer**

SECTION 6.

EVALUATION AND SELECTION CRITERIA

6.1 PROPOSAL EVALUATION PROCESS:

Proposals will be evaluated by an internal evaluation committee. Proposals may be subject to a two-phase evaluation process. The first phase will consist of each evaluator independently assigning a score to each evaluation criteria on the written proposals. Criterion scores will then be summed. The County reserves the right to award the contract at the end of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring proposers from Phase One participating in an interview with the evaluation committee. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring proposer(s). The County may make multiple awards on this project.

<u>PHASE ONE</u>	<u>POINTS AVAILABLE</u>
Project Understanding and Approach	0-40
Qualifications & Experience	0-20
Implementation Plan	0-30
Cost	0-10 Points
Total phase one points available	<u>100</u>

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring proposer, discussions shall be terminated and negotiations will begin with the next highest scoring proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

All of the projects will be within Clackamas County. The type of projects to be scheduled for weatherization improvements will range from mobile homes to single family dwellings to apartment buildings. Community Solutions will determine the scope of each specific project. Projects may be grouped (5 to 10) of scattered sites under a single contract. Projects may also be for a large single site under a single contract.

See Exhibit 1, Sample Lead based paint documentation package for a sample current reporting package required for each project.

5.4 QUESTIONS

Questions relating to this proposal or proposal document shall be addressed to:

Lane Miller, Purchasing Manager
Reference: Contractor Services, Community Solutions for Clackamas County's Weatherization Program
Clackamas County Purchasing
2051 Kaen Road, Oregon City, OR 97045
(503) 742-5444

certifications appropriate for the task they are assigned; these include but are not limited to Lead based paint, and EPA Lead certification.

Jobs will be bundled in a range of 5-10 jobs per bundle. These will be offered to Contractors that are pre-qualified by this RFP. Bundle sizes may change based on production demand and timelines. These jobs will have maximum allowable costs for certain items, these will be included in the bid packet for individual projects.

5.2. CERTIFICATION OF WORK / Warranty

General contractor and their subcontractors must warranty all weatherization work and materials including base load measures for a period of one year from the time of completion. Warranty includes the repair and replacement of defective measures resulting from improper installation or material defect. The contractor shall:

- Use recyclable materials whenever possible. Compliance with EPA regulations also applies to the decommissioning of replaced baseload appliances whether subcontracted out or not.
- Have a health and safety program in place. Documentation of all required training, for contractor based programs, is required and must be available for inspection.
- All weatherization crew leaders, crew and contractor based, are required to complete the OSHA 30 hour training course.
- All weatherization workers, crew and contractor based, are required to complete the OSHA 10 hour training course.
- Proper usage of hazardous chemicals and substances such as foams, sealants, and cleaners in the weatherization work environment.
- Provide Material Safety Data Sheets (MSDS) from suppliers that describe the method to properly handle potentially hazardous materials. Contractor must inform employees where the MSDS are located, how to understand their content, and how to obtain and use appropriate hazard information.
- All weatherization crews working on pre 1978 homes must be trained in Lead Safe Weatherization (LSW)
- Every jobsite where lead paint is being disturbed must have an EPA certified renovator onsite during sign posting, work area setup site and cleanup phases of the work. The renovator must be available by phone when off-site.
- The Contractor must provide training and certification programs or opportunities to it's workers. Certification and training requirements must be met before bidding on individual weatherization projects. Contractors will not be allowed to bid until proof of necessary training and certifications are received.

5.3 SITE INFORMATION

Section 5

SCOPE OF WORK

5.1 INTRODUCTION

Community Solutions for Clackamas County is the primary agency responsible for Clackamas County's Weatherization Program. The goal of the Weatherization Program is to provide energy conservation services, health & safety repairs, heating system repair and replacement, baseload measures and energy education to households at or below 60 percent of Oregon's median income. Contractors will be responsible for weatherization improvements including: weather-stripping; ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. These services have been provided by County employees. The County has decided to change the service model to a Contractor provided one.

The mission statement for the Weatherization department is:

"To increase the energy efficiency of dwellings owned or occupied by low-income persons, especially those who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden; reduce household energy expenditures, and; address identified health and safety concerns within the scope of the program".

This mission statement will not change under the new business model.

This RFP is for soliciting qualified General Contractors to be placed on a list to provide bids to Community Solutions for weatherization projects ranging from mobile homes, scattered site single family houses and apartments throughout Clackamas County. The County will pre-qualify contractors meeting the RFP requirements. Once a Contractor has been selected as a pre-qualified WX Contractor, they are then eligible to bid on individual Weatherization projects.

Successful General Contractors will be experienced with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials and shall be responsible for whole home ventilation systems, weather-stripping, ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. General Contractors are to be experienced with State Standards for the installation of approved weatherization materials.

During the first year of this program, approximately \$930,000 in funding is available, 150-200 units are expected to be weatherized.

All services will be performed in accordance with the regulations set forth by the U.S. Department of Energy (DOE) in 10 CFR 440 and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the Oregon Site Built and Mobile Home Weatherization Specifications, available online, on the Oregon Housing and Community Services website. Manufacturers install instructions (as required) will be brought to a preconstruction meeting.

All work must be performed according to standards outlined in the Oregon Site Built and Mobile Home Weatherization Specifications.

The Contractor must be licensed with the Construction Contractors Board and must be a certified weatherization contractor with a Lead Renovator on staff. All workers on County projects must have the

SECTION 4

FEDERALLY REQUIRED FORMS

The following forms are included in this package and shall be signed, notarized where specified and returned with the proposal response.

These are the forms:

- SIGNED Proposal Response*
- Affidavit of Non Collusion*
- Congressional Lobbying Certificate*
- Certificate Regarding Ineligible Contractors*
- Conflict of Interest (COI) Disclosure Form*

FAILURE TO RETURN THESE FORMS SIGNED WILL RESULT IN THE PROPOSER BEING DECLARED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONTRACT AWARD.

3.7 COST

Complete the following cost worksheet

COST WORKSHEET Request for Proposals, Weatherization Services Community Solutions of Clackamas County			
BASIC MATERIAL LIST FOR CLACKAMAS COUNTY WEATHERIZATION PROGRAM			
Item No.	Description	Unit	RATE
1	R-19 Attic to an R-38 blown in fiberglass insulation	sq. ft.	
2	Floor Insulate to an R-25 Kraft faced fiberglass batt	sq.ft.	
3	Duct sealing	hourly rate	
4	Duct insulate to R-11	sq.ft.	
5	HD Wall blow cellulose insulation	sq.ft.	
6	Lead Safe weatherization (exterior walls)	hourly rate	
7	Infiltration Measures	hourly rate	
8	mark up on supplies and material	percentage	
9			
10			
11			
21			
22	CONTRACTOR NAME:		
23			
24	AUTHORIZED SIGNATURE:		
25			
26	NAME, PRINTED:		
27			

Additionally, if the General Contractor has any other certifications these should be included. For example:

- Lead Base Paint
- EPA lead certification

The General Contractor shall provide the same certifications for known subcontractors to be used on the County's projects

3.6.5 Capacity

1. Provide a discussion of the Key Personnel
 - a) Supervisor to employee ratio
 - b) Crew size
 - c) In-house weatherization expertise

3.6.6 Subcontractors

The names of proposed subcontracting firms must be clearly identified. Following the award of a contract, no additional subcontractors will be allowed without prior written consent. The use of subcontractors without the prior consent can result in contract termination. The subcontractor must carry their own insurance. It is the contractor's responsibility to ensure that all subcontractors are in compliance with insurance requirements. Subcontractors are the responsibility of the General Contractor, the County will not be held liable for any failings of the subcontractor. Every subcontractor must hold the same training and certification requirements as the General Contractor. The General Contractor will be held financially responsible for correcting any weatherization work determined to be unacceptable.

3.6.7 EXPERIENCE

Demonstrate the proposers experience by detailing the following

- Firm and personnel's experience and qualifications for weatherization projects similar to the County's project. Please be as descriptive as you need to be for this question.
- Company's experience with working on projects that continue to be occupied during construction work. Detail the customer service training employees are given to deal with residents.
- Company's experience regarding project management of multiple dwellings or scattered sites?
- Company's experience with weatherization materials and construction methods for doors, windows, insulation, HVAC and plumbing.
- How many projects has your company completed that have included:
 - a) Projects meeting the Oregon Site Built and Mobile Home specifications
 - b) Weatherization Assistance Programs
 - c) Federally funded projects
- Provide dollar values for at least 10 of your last projects similar in size and scope to the County's project; include Notice to Proceed dates and Completion Dates
- Provide a minimum of 5 references (contacts) for weatherization projects completed in the state of Oregon and/or SW Washington of your company's last 10 projects similar in size and scope to the County's.

3.4 PROJECT UNDERSTANDING AND APPROACH

Detail your understanding of the County's project. Describe your plan to assist the County in shifting from its current business model to the new model of contractor provided services.

Describe the typical process for scattered jobsite projects.

Describe your experience on projects where residents are in the building while the project is underway. Detail your approach to dealing with residents in such situations.

Address the major issues involved in weatherization programs involving mobile homes, single family dwellings and apartments; include instances where structures may be older and in poor condition. How do you deal with those issues?

Describe your work order process and dispatch system.

Detail the steps you take to maximize efficiencies of the work crews and minimize time on the jobsite.

Certifications of both the contractor and workers on the sites are critical to the success of the program. Proof of certifications is required by our funder. Detail your system for tracking certifications, renewing those certifications and providing proof of those certifications to the County.

Detail your safety training program. Provide information on other training's that are available to employees.

3.5 IMPLEMENTATION PLAN:

Provide a detailed project implementation plan from contract execution to start of the first project (for date based criteria; use the number of days from contract execution). Include key dates. Identify the responsibilities of County & Contractor. Detail the steps you will take to have your crews ready to provide services.

3.6 QUALIFICATIONS and EXPERIENCE

3.6.1 Qualified General Contractors must have demonstrated experience in all phases of weatherizing projects. This type of work is to include and not limited to: insulating walls, floor and attics; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. The qualifications must describe the ability of the General Contractor and the availability of resources to perform the required activities.

3.6.2 Describe your experience with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials.

3.6.3 Does your Firm have an approved and adopted Lead Hazard Compliance Plan?

3.6.4 Pertinent Licenses and Certifications:

The General Contractor must provide each of the following items listed below:

1. Oregon CCB License Number
2. Employer Identification Number
3. Other Appropriate Licenses (specify)

SECTION 3

PROPOSAL CONTENTS

3.1 RFP GUIDELINES AND ASSUMPTIONS

Vendors must observe submission instructions and be advised as follows:

3.1.1. ONE (1) signed original and NINE (9) copies of the technical component of the proposal shall be submitted. ONE copy of the financial component shall be submitted. The original shall be marked as such.

3.1.2 The COUNTY reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the COUNTY deem such information necessary.

3.1.3. If a vendor is unable or unwilling to meet any Clackamas County RFP requirement, an explicit statement to that effect must be made in the proposal as an exception.

3.1.4 This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

3.1.5 Any Proposer supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.

3.1.6 Clackamas County reserves the right to reject any or all proposals, and to accept the proposal deemed most advantageous to the County.

3.1.7 Information should illustrate the quality of the CONTRACTOR'S work.

3.1.8 Clackamas County encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

3.1.9 This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected contractor and Clackamas County.

3.2 SUBMISSION

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time.

If the response is forwarded by mail, the sealed envelopes containing the response and marked as directed above must be enclosed in another envelope marked with the name and address of the contractor, the project title, due date and opening time.

3.3 PROPOSAL CONTENTS/SELECTION CRITERIA

The Proposer shall provide the following information in the proposal in the order of their appearance below. This information is scored as in Section 6, Evaluation & Selection.

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2013

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ___ day of _____, 2013

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____

Title: _____

Telephone number: _____

- (e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.
- (g) That the proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- (i) That the proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (j) That the Proposer is legally qualified to contract with Clackamas County.
- (k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225
- (l) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.
- (m) That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.
- (n) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- (o) I, the undersigned agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 or Davis Bacon Act (40 U.S.C. 3141 et seq.) as applicable.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name

Title

Name

Title

SECTION 3

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____, 2013

Phone number: _____ Fax number: _____

Construction Contractors Board Number: _____

Expiration date: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide **General Contractor Services for Community Solutions of Clackamas County's Weatherization Program** as specified, in accordance with the proposal documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The Contractor, by his signature below, hereby represents as follows:

- (a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- (c) The proposer fully understands and submits its proposal with the specific knowledge that:
 - 1. The selected proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide **General Contractor Services for Community Solutions of Clackamas** 120 calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.18. PAYMENTS

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.

2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.

3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

2.19 TAXES:

Taxes, whether State or Federal, shall not be included in proposal prices. Clackamas County is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

2.20. LITIGATION:

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Clackamas County and/or the State of Oregon.

2.21. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Pursuant to ORS 279A and Clackamas County procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Clackamas County. Any estimated purchase volumes listed herein do not include other public agencies and Clackamas County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the Company awarded the contract by the County.

2.22. SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.15. NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Purchasing Manager within **SEVEN (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have **SEVEN (7)** calendar days after notice of intent to award has been issued to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.16. REIMBURSEMENT

There is no expressed or implied obligation for Clackamas County to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

2.17. DEFAULT

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer. Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing, and are to be addressed to:

Clackamas County
Purchasing Manager
Specification Protest, Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

Such comments shall be submitted to Clackamas County no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time.

2.13. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Response.

publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5. WITHDRAWAL OF RESPONSES

Responses may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as the Board of Commissioners:

- a. Specifically rejects the response, or;
- b. Awards a contract and said contract is properly executed.

Contractors' responses shall be valid for at least ONE-HUNDRED TWENTY (120) days.

2.6. MODIFICATION

Any contractor may modify his/her response by registered communication at any time prior to the scheduled closing time for receipt of responses, provided such communication is received prior to the closing time. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

2.7. ACCEPTANCE OR REJECTION OF RESPONSES

In the award of the contract, the Board of Commissioners will consider the element of time, will accept the response which in their estimation will best serve the interest of Clackamas County, and reserves the right to award the contract to the contractor whose response shall be best for the public good. The Board of Commissioners reserves the right to accept or reject any or all responses. Without limiting the generality of the foregoing, any response which is incomplete, obscure or irregular may be rejected. Only one response will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any responses so affected.

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, shall be received at least FIVE (5) days prior to the date set for the opening of responses. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than two (2) days prior to the date fixed for the opening of responses. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this response as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9. NONDISCRIMINATION

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1. GENERAL

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their responses will be regular, complete and acceptable.

2.2. RESPONSES

All responses shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Responses carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 4). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by the County to be submitted in confidence; proposers will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF RESPONSES:

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time. Deliveries are to be sent to:

Clackamas County
Purchasing Manager
Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

2.4. RECEIPT AND OPENING OF RESPONSES:

Responses shall be submitted prior to the time fixed in the advertisement for responses. Responses received after the time so designated will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a response not properly addressed and identified.

The responses will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the responses shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date arrive, the names of the offerors submitting responses are read

SECTION 1

REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed responses per specifications until **2:00 P.M. July 3, 2013** for

General Contractor Services for Community Solutions of Clackamas County's Weatherization Program

No responses will be received or considered after that time.

Community Solutions of Clackamas County is seeking the services of General Contractors to provide weatherization services on projects ranging from mobile homes, scattered site single family houses to apartment buildings throughout Clackamas County.

A Mandatory pre-proposal conference will be held at 10:00 AM June 19, 2013 in Room 497 of the Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

Proposal packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, 4th Floor, Oregon City, OR 97045, office hours 7:00 AM to 6:00 PM Monday through Thursday, phone 503-742-5444. Sealed proposals are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address. Proposals will be opened in the Purchasing Division, located on the 4th floor of the Public Services Building, at the designated time.

Clackamas County reserves the right to reject any and all responses not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all responses upon the finding that it is in the public interest to do so, and waive any and all informalities.

DATED this 5th day June, 2013

Lane Miller, Purchasing Manager

SECTION 1

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

SECTION 1	Request for Proposal
SECTION 2	Instructions to Proposers
SECTION 3	Proposal Contents and Response
SECTION 4	Federally Required Forms
SECTION 5	Scope of Work
SECTION 6	Evaluation Procedure
SECTION 7	<i>SAMPLE</i> Agreement Form
SECTION 8	Insurance Certificates (to be submitted prior to contract execution)
Exhibit 1	Sample Lead based paint documentation package

MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal conference will be held at 10:00 AM on June 19, 2013 in the Clackamas County Public Services Building, room 497, 2051 Kaen Road, Oregon City, OR 97045. The purpose of this pre-proposal is to answer questions about the project.

SCHEDULE

Request for Proposal issued	June 5, 2013
Mandatory Pre-Proposal Conference	June 19, 2013 10:00 AM
Last date for specification protest	SEVEN 7 days prior to RFP Opening
RFP opening	July 3, 2013 2:00 PM
Last date to protest award	SEVEN (7) days from the Intent to Award

REQUEST FOR PROPOSALS

GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS OF CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

Steve Wheeler
Acting County Administrator

Lane Miller
Purchasing Manager

Tom Averett
Buyer

COUNTY REQUEST FOR PROPOSAL OPENING

DATE: July 3, 2013

PLACE: Clackamas County Purchasing
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

TIME: 2:00 PM

**ADDENDUM #1 TO THE REQUEST FOR PROPOSAL DOCUMENTS FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM**

To: All Bid and Document Holders

Date: June 20, 2013

This Addendum No.1 issued prior to receipt of Proposals will become part of the Contract Documents, superseding the originals to the applicable extent indicated. Proposers shall be responsible for issuing information to those furnishing bids and quotations to them.

3.7, Cost (page 20 of the RFP package)

Use the following assumptions when supplying costs:

Item #1: No prep work to be included in cost calculation

Item #2: No prep work to be included in cost calculation

Item # 5: Factor in removal of siding in cost calculation

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided and submitting the signed Addendum with the proposal. Proposals submitted without this Addendum may be considered informal.

Lane Miller – Purchasing Manager

Received, acknowledged, and conditions agreed to this _____ day of _____, 2013.

Proposer: _____

By: _____



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045


June 20, 2013

All holders of the Proposal and Contract Documents:

Enclosed you will find Addendum #1 to the Request for Proposal Documents for **GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION PROGRAM**

Attached you will find a list of those attending the mandatory pre-proposal conference for this project held at 10:00 AM, June 19, 2013.

If you have any questions, please call 503.742.5449 or email me at toma@co.clackamas.or.us


Tom Averett
Buyer

VIII. SUBCONTRACTS

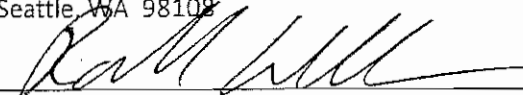
The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

IX. TERMINATION - AMENDMENT

- A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

ENERGY SAVERS INC. OF OREGON
1505 S. 93rd St, #BC
Seattle, WA 98108



Authorized Signature
Rodrick Williams President

Name / Title (Printed)
8/8/13

Date

206-772-1917 / 206-772-2095

Telephone/Fax Number
191917

CCB License #

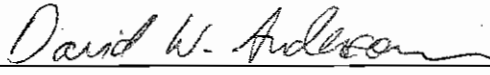
CLACKAMAS COUNTY BOARD OF
County Commissioners:

John Ludlow, Chair

Recording Secretary

Date

Approved as to form



County Counsel

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY

Not required by COUNTY

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

E. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

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

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

I. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

12. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

VI. BONDS

Individual work orders issued will have bonding requirements. The CONTRACTOR will be required to furnish a performance bond before beginning each project.

The CONTRACTOR shall have a surety bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

VII. INSURANCE REQUIREMENTS

The CONTRACTOR agrees to maintain the following insurance limits for the contract term. Specific proof of insurance will be required for each project.

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

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

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

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

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

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

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

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards;
or
- c. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

Records Maintenance; Access.

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

County and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

Patents; Copy Right; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to the County. The Contractor shall promptly disclose inventions to the County, within 2 months, after the inventor discloses it in writing to the Contractor's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

V. CONSTRAINTS

The CONTRACTOR agrees:

- A. If the materials and services to be provided pursuant to this contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
 2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

Termination for Convenience

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

Compliance with Applicable Law

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

County's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request County to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

Reporting Requirements

Contractor shall comply with the reporting requirements of the Awarding Agency including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

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

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. SERVICES TO BE PROVIDED:

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for Proposals issued June 5, 2013 the Proposal Response opened at the time of closing on July 3, 2013, **Weatherization Contractor Services** for the rates established therein. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

IV. FEDERAL CONTRACT SPECIAL CONDITIONS

Failure to Perform

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - Reducing or withholding payment;
 - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes

**MASTER AGREEMENT
MATERIALS AND SERVICES CONTRACT
WEATHERIZATION CONTRACTOR SERVICES**

This Master Agreement for materials and services is entered into by and between **CLACKAMAS COUNTY** hereinafter referred to as the COUNTY, and **ENERGY SAVERS INC. OF OREGON**, hereinafter called the CONTRACTOR, to provide the materials and services described below and in Section III, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This agreement covers the materials and services as described in Section III. This will generally be the process:

County staff will build a scope of work defining each separate measure to be installed in the individual dwelling. Bids submitted will include a separate cost for each measure identified, which will be installed per the Oregon Site Built and Mobile Home Specifications. Individual dwellings will be bundled 5-10 dwellings per project, bundle sizes may change based on production demand and timelines. These individual dwellings will have a maximum allowable cost and will be identified in the project manual bid packet. A mandatory walk through will be required for each individual dwelling, a separate bid for each individual dwelling will be prepared based on findings during the mandatory walk through and all measures installed per the Oregon Site Built and Mobile Home Specifications. All bids submitted prior to the deadline identified in each project manual. Project contract will be awarded to lowest responsive responsible contractor meeting scope of work specifications.

Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The contractor shall warranty work performed on each project for a period of one year from individual project completion. The contract shall commence **upon contract execution and continue through June 30, 2014**. This contract may be renewed for up to **four (4)** one year renewals with the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

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

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

**MATERIALS AND SERVICES CONTRACT FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION
PROGRAM**

ENERGY SAVERS INC. OF OREGON

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

**Nancy Newton
Interim County Administrator**

**Lane Miller
Purchasing Manager**

**Tom Averett
Buyer**

SECTION 6

EVALUATION AND SELECTION CRITERIA

6.1 PROPOSAL EVALUATION PROCESS:

Proposals will be evaluated by an internal evaluation committee. Proposals may be subject to a two-phase evaluation process. The first phase will consist of each evaluator independently assigning a score to each evaluation criteria on the written proposals. Criterion scores will then be summed. The County reserves the right to award the contract at the end of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring proposers from Phase One participating in an interview with the evaluation committee. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring proposer(s). The County may make multiple awards on this project.

<u>PHASE ONE</u>	<u>POINTS AVAILABLE</u>
Project Understanding and Approach	0-40
Qualifications & Experience	0-20
Implementation Plan	0-30
Cost	0-10 Points
Total phase one points available	<u>100</u>

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring proposer, discussions shall be terminated and negotiations will begin with the next highest scoring proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

All of the projects will be within Clackamas County. The type of projects to be scheduled for weatherization improvements will range from mobile homes to single family dwellings to apartment buildings. Community Solutions will determine the scope of each specific project. Projects may be grouped (5 to 10) of scattered sites under a single contract. Projects may also be for a large single site under a single contract.

See Exhibit 1, Sample Lead based paint documentation package for a sample current reporting package required for each project.

5.4 QUESTIONS

Questions relating to this proposal or proposal document shall be addressed to:

Lane Miller, Purchasing Manager
Reference: Contractor Services, Community Solutions for Clackamas County's Weatherization Program
Clackamas County Purchasing
2051 Kaen Road, Oregon City, OR 97045
(503) 742-5444

certifications appropriate for the task they are assigned; these include but are not limited to Lead based paint, and EPA Lead certification.

Jobs will be bundled in a range of 5-10 jobs per bundle. These will be offered to Contractors that are pre-qualified by this RFP. Bundle sizes may change based on production demand and timelines. These jobs will have maximum allowable costs for certain items, these will be included in the bid packet for individual projects.

5.2. CERTIFICATION OF WORK / Warranty

General contractor and their subcontractors **must** warranty all weatherization work and materials including base load measures for a period of one year from the time of completion. Warranty includes the repair and replacement of defective measures resulting from improper installation or material defect. The contractor shall:

- Use recyclable materials whenever possible. Compliance with EPA regulations also applies to the decommissioning of replaced baseload appliances whether subcontracted out or not.
- Have a health and safety program in place. Documentation of all required training, for contractor based programs, is required and must be available for inspection.
- All weatherization crew leaders, crew and contractor based, are required to complete the OSHA 30 hour training course.
- All weatherization workers, crew and contractor based, are required to complete the OSHA 10 hour training course.
- Proper usage of hazardous chemicals and substances such as foams, sealants, and cleaners in the weatherization work environment.
- Provide Material Safety Data Sheets (MSDS) from suppliers that describe the method to properly handle potentially hazardous materials. Contractor must inform employees where the MSDS are located, how to understand their content, and how to obtain and use appropriate hazard information.
- All weatherization crews working on pre 1978 homes must be trained in Lead Safe Weatherization (LSW)
- Every jobsite where lead paint is being disturbed must have an EPA certified renovator onsite during sign posting, work area setup site and cleanup phases of the work. The renovator must be available by phone when off-site.
- The Contractor must provide training and certification programs or opportunities to it's workers. Certification and training requirements must be met before bidding on individual weatherization projects. Contractors will not be allowed to bid until proof of necessary training and certifications are received.

5.3 SITE INFORMATION

Section 5

SCOPE OF WORK

5.1 INTRODUCTION

Community Solutions for Clackamas County is the primary agency responsible for Clackamas County's Weatherization Program. The goal of the Weatherization Program is to provide energy conservation services, health & safety repairs, heating system repair and replacement, baseload measures and energy education to households at or below 60 percent of Oregon's median income. Contractors will be responsible for weatherization improvements including: weather-stripping; ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. These services have been provided by County employees. The County has decided to change the service model to a Contractor provided one.

The mission statement for the Weatherization department is:

"To increase the energy efficiency of dwellings owned or occupied by low-income persons, especially those who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden; reduce household energy expenditures, and; address identified health and safety concerns within the scope of the program".

This mission statement will not change under the new business model.

This RFP is for soliciting qualified General Contractors to be placed on a list to provide bids to Community Solutions for weatherization projects ranging from mobile homes, scattered site single family houses and apartments throughout Clackamas County. The County will pre-qualify contractors meeting the RFP requirements. Once a Contractor has been selected as a pre-qualified WX Contractor, they are then eligible to bid on individual Weatherization projects.

Successful General Contractors will be experienced with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials and shall be responsible for whole home ventilation systems, weather-stripping, ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. General Contractors are to be experienced with State Standards for the installation of approved weatherization materials.

During the first year of this program, approximately \$930,000 in funding is available, 150-200 units are expected to be weatherized.

All services will be performed in accordance with the regulations set forth by the U.S. Department of Energy (DOE) in 10 CFR 440 and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the Oregon Site Built and Mobile Home Weatherization Specifications, available online, on the Oregon Housing and Community Services website. Manufacturers install instructions (as required) will be brought to a preconstruction meeting.

All work must be performed according to standards outlined in the Oregon Site Built and Mobile Home Weatherization Specifications.

The Contractor must be licensed with the Construction Contractors Board and must be a certified weatherization contractor with a Lead Renovator on staff. All workers on County projects must have the

SECTION 4

FEDERALLY REQUIRED FORMS

The following forms are included in this package and shall be signed, notarized where specified and returned with the proposal response.

These are the forms:

- SIGNED Proposal Response**
- Affidavit of Non Collusion**
- Congressional Lobbying Certificate**
- Certificate Regarding Ineligible Contractors**
- Conflict of Interest (COI) Disclosure Form**

FAILURE TO RETURN THESE FORMS SIGNED WILL RESULT IN THE PROPOSER BEING DECLARED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONTRACT AWARD.

3.7 COST

Complete the following cost worksheet

COST WORKSHEET Request for Proposals, Weatherization Services Community Solutions of Clackamas County			
BASIC MATERIAL LIST FOR CLACKAMAS COUNTY WEATHERIZATION PROGRAM			
Item No.	Description	Unit	RATE
1	R-19 Attic to an R-38 blown in fiberglass insulation	sq. ft.	
2	Floor Insulate to an R-25 Kraft faced fiberglass batt	sq.ft.	
3	Duct sealing	hourly rate	
4	Duct insulate to R-11	sq.ft.	
5	HD Wall blow cellulose insulation	sq.ft.	
6	Lead Safe weatherization (exterior walls)	hourly rate	
7	Infiltration Measures	hourly rate	
8	mark up on supplies and material	percentage	
9			
10			
11			
21			
22	CONTRACTOR NAME:		
23			
24	AUTHORIZED SIGNATURE:		
25			
26	NAME, PRINTED:		
27			

Additionally, if the General Contractor has any other certifications these should be included. For example:

- Lead Base Paint
- EPA lead certification

The General Contractor shall provide the same certifications for known subcontractors to be used on the County's projects

3.6.5 Capacity

1. Provide a discussion of the Key Personnel
 - a) Supervisor to employee ratio
 - b) Crew size
 - c) In-house weatherization expertise

3.6.6 Subcontractors

The names of proposed subcontracting firms must be clearly identified. Following the award of a contract, no additional subcontractors will be allowed without prior written consent. The use of subcontractors without the prior consent can result in contract termination. The subcontractor must carry their own insurance. It is the contractor's responsibility to ensure that all subcontractors are in compliance with insurance requirements. Subcontractors are the responsibility of the General Contractor, the County will not be held liable for any failings of the subcontractor. Every subcontractor must hold the same training and certification requirements as the General Contractor. The General Contractor will be held financially responsible for correcting any weatherization work determined to be unacceptable.

3.6.7 EXPERIENCE

Demonstrate the proposers experience by detailing the following

- Firm and personnel's experience and qualifications for weatherization projects similar to the County's project. Please be as descriptive as you need to be for this question.
- Company's experience with working on projects that continue to be occupied during construction work. Detail the customer service training employees are given to deal with residents.
- Company's experience regarding project management of multiple dwellings or scattered sites?
- Company's experience with weatherization materials and construction methods for; doors, windows, insulation, HVAC and plumbing.
- How many projects has your company completed that have included:
 - a) Projects meeting the Oregon Site Built and Mobile Home specifications
 - b) Weatherization Assistance Programs
 - c) Federally funded projects
- Provide dollar values for at least 10 of your last projects similar in size and scope to the County's project; include Notice to Proceed dates and Completion Dates
- Provide a minimum of 5 references (contacts) for weatherization projects completed in the state of Oregon and/or SW Washington of your company's last 10 projects similar in size and scope to the County's.

3.4 PROJECT UNDERSTANDING AND APPROACH

Detail your understanding of the County's project. Describe your plan to assist the County in shifting from its current business model to the new model of contractor provided services.

Describe the typical process for scattered jobsite projects.

Describe your experience on projects where residents are in the building while the project is underway. Detail your approach to dealing with residents in such situations.

Address the major issues involved in weatherization programs involving mobile homes, single family dwellings and apartments; include instances where structures may be older and in poor condition. How do you deal with those issues?

Describe your work order process and dispatch system.

Detail the steps you take to maximize efficiencies of the work crews and minimize time on the jobsite.

Certifications of both the contractor and workers on the sites are critical to the success of the program. Proof of certifications is required by our funder. Detail your system for tracking certifications, renewing those certifications and providing proof of those certifications to the County.

Detail your safety training program. Provide information on other training's that are available to employees.

3.5 IMPLEMENTATION PLAN:

Provide a detailed project implementation plan from contract execution to start of the first project (for date based criteria, use the number of days from contract execution). Include key dates. Identify the responsibilities of County & Contractor. Detail the steps you will take to have your crews ready to provide services.

3.6 QUALIFICATIONS and EXPERIENCE

3.6.1 Qualified General Contractors must have demonstrated experience in all phases of weatherizing projects. This type of work is to include and not limited to: insulating walls, floor and attics; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. The qualifications must describe the ability of the General Contractor and the availability of resources to perform the required activities.

3.6.2 Describe your experience with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials.

3.6.3 Does your Firm have an approved and adopted Lead Hazard Compliance Plan?

3.6.4 Pertinent Licenses and Certifications:

The General Contractor must provide each of the following items listed below:

1. Oregon CCB License Number
2. Employer Identification Number
3. Other Appropriate Licenses (specify)

SECTION 3
PROPOSAL CONTENTS

3.1 RFP GUIDELINES AND ASSUMPTIONS

Vendors must observe submission instructions and be advised as follows:

3.1.1. ONE (1) signed original and NINE (9) copies of the technical component of the proposal shall be submitted. ONE copy of the financial component shall be submitted. The original shall be marked as such.

3.1.2 The COUNTY reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the COUNTY deem such information necessary.

3.1.3. If a vendor is unable or unwilling to meet any Clackamas County RFP requirement, an explicit statement to that effect must be made in the proposal as an exception.

3.1.4 This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

3.1.5 Any Proposer supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.

3.1.6 Clackamas County reserves the right to reject any or all proposals, and to accept the proposal deemed most advantageous to the County.

3.1.7 Information should illustrate the quality of the CONTRACTOR'S work.

3.1.8 Clackamas County encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

3.1.9 This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected contractor and Clackamas County.

3.2 SUBMISSION

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time.

If the response is forwarded by mail, the sealed envelopes containing the response and marked as directed above must be enclosed in another envelope marked with the name and address of the contractor, the project title, due date and opening time.

3.3 PROPOSAL CONTENTS/SELECTION CRITERIA

The Proposer shall provide the following information in the proposal in the order of their appearance below. This information is scored as in Section 6, Evaluation & Selection.

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2013

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by it's duly authorized officers this ___ day of _____, 2013

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____

Title: _____

Telephone number: _____

- (e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.
- (g) That the proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- (i) That the proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (j) That the Proposer is legally qualified to contract with Clackamas County.
- (k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225
- (l) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.
- (m) That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.
- (n) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- (o) I, the undersigned agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 or Davis Bacon Act (40 U.S.C. 3141 et seq.) as applicable.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name	Title
Name	Title

SECTION 3

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____, 2013

Phone number: _____ Fax number: _____

Construction Contractors Board Number: _____

Expiration date: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide **General Contractor Services for Community Solutions of Clackamas County's Weatherization Program** as specified, in accordance with the proposal documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The Contractor, by his signature below, hereby represents as follows:

- (a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- (c) The proposer fully understands and submits its proposal with the specific knowledge that:
 - 1. The selected proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide **General Contractor Services for Community Solutions of Clackamas** 120 calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

**SECTION 3
PROPOSAL CONTENTS AND RESPONSE**

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.18. PAYMENTS

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.
2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.
3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

2.19 TAXES:

Taxes, whether State or Federal, shall not be included in proposal prices. Clackamas County is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

2.20. LITIGATION:

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Clackamas County and/or the State of Oregon.

2.21. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Pursuant to ORS 279A and Clackamas County procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Clackamas County. Any estimated purchase volumes listed herein do not include other public agencies and Clackamas County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the Company awarded the contract by the County.

2.22. SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.15. NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Purchasing Manager within **SEVEN (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have **SEVEN (7)** calendar days after notice of intent to award has been issued to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.16. REIMBURSEMENT

There is no expressed or implied obligation for Clackamas County to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

2.17. DEFAULT

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer. Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing, and are to be addressed to:

Clackamas County
Purchasing Manager
Specification Protest, Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

Such comments shall be submitted to Clackamas County no later than **SEVEN (7)** days prior to the opening date. No comments will be accepted after that time.

2.13. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Response.

publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5. WITHDRAWAL OF RESPONSES

Responses may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as the Board of Commissioners:

- a. Specifically rejects the response, or;
- b. Awards a contract and said contract is properly executed.

Contractors' responses shall be valid for at least ONE-HUNDRED TWENTY (120) days.

2.6. MODIFICATION

Any contractor may modify his/her response by registered communication at any time prior to the scheduled closing time for receipt of responses, provided such communication is received prior to the closing time. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

2.7. ACCEPTANCE OR REJECTION OF RESPONSES

In the award of the contract, the Board of Commissioners will consider the element of time, will accept the response which in their estimation will best serve the interest of Clackamas County, and reserves the right to award the contract to the contractor whose response shall be best for the public good. The Board of Commissioners reserves the right to accept or reject any or all responses. Without limiting the generality of the foregoing, any response which is incomplete, obscure or irregular may be rejected. Only one response will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any responses so affected.

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, shall be received at least FIVE (5) days prior to the date set for the opening of responses. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than two (2) days prior to the date fixed for the opening of responses. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this response as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9. NONDISCRIMINATION

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1. GENERAL

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their responses will be regular, complete and acceptable.

2.2. RESPONSES

All responses shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Responses carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 4). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by the County to be submitted in confidence; proposers will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF RESPONSES:

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time. Deliveries are to be sent to:

Clackamas County
Purchasing Manager
Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

2.4. RECEIPT AND OPENING OF RESPONSES:

Responses shall be submitted prior to the time fixed in the advertisement for responses. Responses received after the time so designated will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a response not properly addressed and identified.

The responses will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the responses shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date arrive, the names of the offerors submitting responses are read

SECTION 2
INSTRUCTIONS TO PROPOSERS

SECTION 1

REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed responses per specifications until **2:00 P.M. July 3, 2013** for

General Contractor Services for Community Solutions of Clackamas County's Weatherization Program

No responses will be received or considered after that time.

Community Solutions of Clackamas County is seeking the services of General Contractors to provide weatherization services on projects ranging from mobile homes, scattered site single family houses to apartment buildings throughout Clackamas County.

A Mandatory pre-proposal conference will be held at 10:00 AM June 19, 2013 in Room 497 of the Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

Proposal packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, 4th Floor, Oregon City, OR 97045, office hours 7:00 AM to 6:00 PM Monday through Thursday, phone 503-742-5444. Sealed proposals are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address. Proposals will be opened in the Purchasing Division, located on the 4th floor of the Public Services Building, at the designated time.

Clackamas County reserves the right to reject any and all responses not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all responses upon the finding that it is in the public interest to do so, and waive any and all informalities.

DATED this 5th day June, 2013

Lane Miller, Purchasing Manager

SECTION 1
REQUEST FOR PROPOSALS

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SECTION 2	Instructions to Proposers
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SECTION 8	Insurance Certificates (to be submitted prior to contract execution)
Exhibit 1	Sample Lead based paint documentation package

MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal conference will be held at 10:00 AM on June 19, 2013 in the Clackamas County Public Services Building, room 497, 2051 Kaen Road, Oregon City, OR 97045. The purpose of this pre-proposal is to answer questions about the project.

SCHEDULE

Request for Proposal issued	June 5, 2013
Mandatory Pre-Proposal Conference	June 19, 2013 10:00 AM
Last date for specification protest	SEVEN 7 days prior to RFP Opening
RFP opening	July 3, 2013 2:00 PM
Last date to protest award	SEVEN (7) days from the Intent to Award

REQUEST FOR PROPOSALS
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS OF CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

Steve Wheeler
Acting County Administrator

Lane Miller
Purchasing Manager

Tom Averett
Buyer

COUNTY REQUEST FOR PROPOSAL OPENING

DATE: July 3, 2013

PLACE: Clackamas County Purchasing
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

TIME: 2:00 PM

**MASTER AGREEMENT
MATERIALS AND SERVICES CONTRACT
WEATHERIZATION CONTRACTOR SERVICES**

This Master Agreement for materials and services is entered into by and between **CLACKAMAS COUNTY** hereinafter referred to as the COUNTY, and **UNIVERSAL ENERGY**, hereinafter called the CONTRACTOR, to provide the materials and services described below and in Section III, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This agreement covers the materials and services as described in Section III. This will generally be the process:

County staff will build a scope of work defining each separate measure to be installed in the individual dwelling. Bids submitted will include a separate cost for each measure identified, which will be installed per the Oregon Site Built and Mobile Home Specifications. Individual dwellings will be bundled 5-10 dwellings per project, bundle sizes may change based on production demand and timelines. These individual dwellings will have a maximum allowable cost and will be identified in the project manual bid packet. A mandatory walk through will be required for each individual dwelling, a separate bid for each individual dwelling will be prepared based on findings during the mandatory walk through and all measures installed per the Oregon Site Built and Mobile Home Specifications. All bids submitted prior to the deadline identified in each project manual. Project contract will be awarded to lowest responsive responsible contractor meeting scope of work specifications.

Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The contractor shall warranty work performed on each project for a period of one year from individual project completion. The contract shall commence **upon contract execution and continue through June 30, 2014**. This contract may be renewed for up to **four (4)** one year renewals with the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

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

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

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

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

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

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. SERVICES TO BE PROVIDED:

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for Proposals issued June 5, 2013 the Proposal Response opened at the time of closing on July 3, 2013, Weatherization Contractor Services for the rates established therein. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

IV. FEDERAL CONTRACT SPECIAL CONDITIONS

Failure to Perform

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - Reducing or withholding payment;
 - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes

may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

Termination for Convenience

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

Compliance with Applicable Law

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

County's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request County to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

Reporting Requirements

Contractor shall comply with the reporting requirements of the Awarding Agency including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

Records Maintenance; Access.

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

County and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

Patents; Copy Right; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to the County. The Contractor shall promptly disclose inventions to the County, within 2 months, after the inventor discloses it in writing to the Contractor's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

V. CONSTRAINTS

The CONTRACTOR agrees:

- A.** If the materials and services to be provided pursuant to this contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:
 - 1.** CONTRACTOR shall:
 - a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.
 - b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
 - 2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

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

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

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

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards;
or
- c. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

12. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

VI. BONDS

Individual work orders issued will have bonding requirements. The CONTRACTOR will be required to furnish a performance bond before beginning each project.

The CONTRACTOR shall have a surety bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

VII. INSURANCE REQUIREMENTS

The CONTRACTOR agrees to maintain the following insurance limits for the contract term. Specific proof of insurance will be required for each project.

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY

Not required by COUNTY

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

B. AUTOMOBILE LIABILITY

Required by COUNTY

Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY

Not required by COUNTY

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

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY

Not required by COUNTY

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

E. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

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

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

I. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

VIII. SUBCONTRACTS

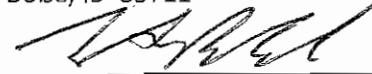
The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

IX. TERMINATION - AMENDMENT

- A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

UNIVERSAL ENERGY
P. O. Box 46121
Boise, ID 83711



Authorized Signature
Thomas A. Brodbeck

Name / Title (Printed)
August 17, 2013

Date
503 708 0454

Telephone/Fax Number
102977

CCB License #

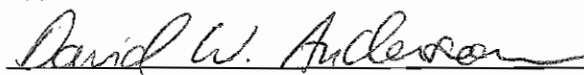
CLACKAMAS COUNTY BOARD OF
County Commissioners:

John Ludlow, Chair

Recording Secretary

Date

Approved as to form



County Counsel

AFFIDAVIT OF NON-COLLUSION

STATE OF Idaho

COUNTY OF Ada County

I state that I am Owner (title) of Universal Energy (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) Universal Energy (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that Universal Energy (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Clackamas County in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clackamas County of the true facts relating to the submission of Offers for this contract.

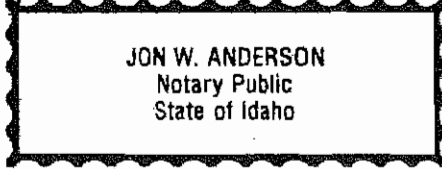
[Signature]
(Authorized Signature)

Universal Energy, Owner
(Name of Company/Position)

Sworn to and subscribed before me this 1 day of July, 2013.

[Signature]
Notary Public for Oregon ~~Idaho~~
My Commission Expires: _____

My Commission Expires
June 12, 2018



FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE PROPOSAL RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

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

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

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

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

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

Date: June 28 2013
Company Name: Universal Energy
Signature: [Signature]
Name: Thomas A. Brodbeck
(Print)
Title: Owner

NOTE: PROPOSER IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

(Name of Certifying Officer)

(Title of Certifying Officer)

Hereby certify that: Thomas Allan Brodbeck
(Name of Proposer)

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency or from participation in Oregon Department of Transportation projects;

Have not within a three (3)-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and

Have not within a three (3)-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

vb

If Proposer is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Thomas A. Brodbeck
Name of Bidder

10363 W. Shadybrook Dr.
Street Address

Boise ID 83704
City State Zip

Signature of Certifying Officer

503 708 0454
Telephone Number of Bidder

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE PROPOSAL RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

(a) the Firm's disclosures are complete, accurate, and not misleading.

I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:

Complete Legal Name of Firm:

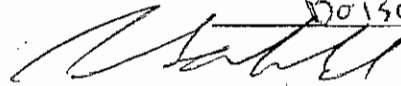
Universal Energy

Address:

10363 W. Shadybrook Dr.

Boise ID 83704

Signature:



Name (type/print):

Thomas A. Bradbeck

Title:

Owner

Telephone:

503 708 0454

Fax No.:

N/A

Date: June

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? No Yes
b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? No Yes

If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former Agency Employees -Roles and Signatures" table (Part A and/or Part B, as applicable).

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any member of an Agency Procurement evaluation or selection team? No Yes Comments:

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? No Yes Comments:

4. Does the Firm or any Associate of the Firm have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational"), with respect to the Procurement or award of this Contract or performing the work for Agency? No
 Yes Comments:

5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official's vote, official action or judgment would be influenced thereby? No Yes : Comments:

6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?
No Yes Comments:

7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?
No Yes : Comments:

8. Does the prospective Contract include development of an environmental assessment (EA), environmental impact statement (EIS) or Finding of No Significant Impact (FONSI)? No Yes Comments:

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? No Yes Comments:

9. Have Subcontractors or other Associates furnished COI Disclosure Forms separate from the present form? (If yes, attach the disclosures.) No Yes N/A Comments: I will submit

COI Disclosure Forms before signing the Contract
10. If the prospective Contract includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?
No Yes N/A Comments:

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE PROPOSAL RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 20, 2013

All holders of the Proposal and Contract Documents:

Enclosed you will find Addendum #1 to the Request for Proposal Documents for **GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION PROGRAM**

Attached you will find a list of those attending the mandatory pre-proposal conference for this project held at 10:00 AM, June 19, 2013.

If you have any questions, please call 503.742.5449 or email me at toma@co.clackamas.or.us


Tom Averett
Buyer

**ADDENDUM #1 TO THE REQUEST FOR PROPOSAL DOCUMENTS FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM**

To: All Bid and Document Holders

Date: June 20, 2013

This Addendum No.1 issued prior to receipt of Proposals will become part of the Contract Documents, superseding the originals to the applicable extent indicated. Proposers shall be responsible for issuing information to those furnishing bids and quotations to them.

3.7; Cost (page 20 of the RFP package)

Use the following assumptions when supplying costs:

Item #1: No prep work to be included in cost calculation

Item #2: No prep work to be included in cost calculation

Item # 5: Factor in removal of siding in cost calculation

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided and submitting the signed Addendum with the proposal. Proposals submitted without this Addendum may be considered informal.

Lane Miller – Purchasing Manager

Received, acknowledged, and conditions agreed to this _____ day of _____, 2013.

Proposer: _____

By: _____

REQUEST FOR PROPOSALS

GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS OF CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

Steve Wheeler
Acting County Administrator

Lane Miller
Purchasing Manager

Tom Averett
Buyer

COUNTY REQUEST FOR PROPOSAL OPENING

DATE: July 3, 2013

PLACE: Clackamas County Purchasing
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

TIME: 2:00 PM

SCHEDULE

Request for Proposal issued June 5, 2013

Mandatory Pre-Proposal Conference June 19, 2013
10:00 AM

Last date for specification protest SEVEN 7 days prior to RFP Opening

RFP opening July 3, 2013
2:00 PM

Last date to protest award SEVEN (7) days from the Intent to Award

MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal conference will be held at 10:00 AM on June 19, 2013 in the Clackamas County Public Services Building, room 497, 2051 Kaen Road, Oregon City, OR 97045. The purpose of this pre-proposal is to answer questions about the project.

TABLE OF CONTENTS

SECTION 1	Request for Proposal
SECTION 2	Instructions to Proposers
SECTION 3	Proposal Contents and Response
SECTION 4	Federally Required Forms
SECTION 5	Scope of Work
SECTION 6	Evaluation Procedure
SECTION 7	<i>SAMPLE</i> Agreement Form
SECTION 8	Insurance Certificates (to be submitted prior to contract execution)
Exhibit 1	Sample Lead based paint documentation package

SECTION 1

REQUEST FOR PROPOSALS

SECTION 1

REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed responses per specifications until 2:00 P.M. July 3, 2013 for

General Contractor Services for Community Solutions of Clackamas County's Weatherization Program

No responses will be received or considered after that time.

Community Solutions of Clackamas County is seeking the services of General Contractors to provide weatherization services on projects ranging from mobile homes, scattered site single family houses to apartment buildings throughout Clackamas County.

A Mandatory pre-proposal conference will be held at 10:00 AM June 19, 2013 in Room 497 of the Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

Proposal packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, 4th Floor, Oregon City, OR 97045, office hours 7:00 AM to 6:00 PM Monday through Thursday, phone 503-742-5444. Sealed proposals are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address. Proposals will be opened in the Purchasing Division, located on the 4th floor of the Public Services Building, at the designated time.

Clackamas County reserves the right to reject any and all responses not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all responses upon the finding that it is in the public interest to do so, and waive any and all informalities.

DATED this 5th day June, 2013

Lane Miller, Purchasing Manager

SECTION 2

INSTRUCTIONS TO PROPOSERS

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1. GENERAL

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their responses will be regular, complete and acceptable.

2.2. RESPONSES

All responses shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Responses carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 4). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by the County to be submitted in confidence; proposers will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF RESPONSES:

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time. Deliveries are to be sent to:

Clackamas County
Purchasing Manager
Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

2.4. RECEIPT AND OPENING OF RESPONSES:

Responses shall be submitted prior to the time fixed in the advertisement for responses. Responses received after the time so designated will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a response not properly addressed and identified.

The responses will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the responses shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date arrive, the names of the offerors submitting responses are read

publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5. WITHDRAWAL OF RESPONSES

Responses may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as the Board of Commissioners:

- a. Specifically rejects the response, or;
- b. Awards a contract and said contract is properly executed.

Contractors' responses shall be valid for at least ONE-HUNDRED TWENTY (120) days.

2.6. MODIFICATION

Any contractor may modify his/her response by registered communication at any time prior to the scheduled closing time for receipt of responses, provided such communication is received prior to the closing time. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

2.7. ACCEPTANCE OR REJECTION OF RESPONSES

In the award of the contract, the Board of Commissioners will consider the element of time, will accept the response which in their estimation will best serve the interest of Clackamas County, and reserves the right to award the contract to the contractor whose response shall be best for the public good. The Board of Commissioners reserves the right to accept or reject any or all responses. Without limiting the generality of the foregoing, any response which is incomplete, obscure or irregular may be rejected. Only one response will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any responses so affected.

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, shall be received at least FIVE (5) days prior to the date set for the opening of responses. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than two (2) days prior to the date fixed for the opening of responses. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this response as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9. NONDISCRIMINATION

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer. Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing, and are to be addressed to:

Clackamas County
Purchasing Manager
Specification Protest, Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

Such comments shall be submitted to Clackamas County no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time.

2.13. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Response.

2.15. NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Purchasing Manager within **SEVEN (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have **SEVEN (7)** calendar days after notice of intent to award has been issued to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.16. REIMBURSEMENT

There is no expressed or implied obligation for Clackamas County to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

2.17. DEFAULT

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.18. PAYMENTS

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted; less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.
2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.
3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

2.19 TAXES:

Taxes, whether State or Federal, shall not be included in proposal prices. Clackamas County is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

2.20. LITIGATION:

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Clackamas County and/or the State of Oregon.

2.21. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Pursuant to ORS 279A and Clackamas County procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Clackamas County. Any estimated purchase volumes listed herein do not include other public agencies and Clackamas County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the Company awarded the contract by the County.

2.22. SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**SECTION 3
PROPOSAL CONTENTS AND RESPONSE**

SECTION 3

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____, 2013

Phone number: _____ Fax number: _____

Construction Contractors Board Number: _____

Expiration date: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide **General Contractor Services for Community Solutions of Clackamas County's Weatherization Program** as specified, in accordance with the proposal documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The Contractor, by his signature below, hereby represents as follows:

- (a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- (c) The proposer fully understands and submits its proposal with the specific knowledge that:
1. The selected proposal must be approved by the Board of Commissioners.
 2. This offer to provide **General Contractor Services for Community Solutions of Clackamas** 120 calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

- (e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.
- (g) That the proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- (i) That the proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (j) That the Proposer is legally qualified to contract with Clackamas County.
- (k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225
- (l) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.
- (m) That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.
- (n) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- (o) I, the undersigned agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 or Davis Bacon Act (40 U.S.C. 3141 et seq.) as applicable.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name	Title
Name	Title

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2013

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ___ day of _____, 2013

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____

Title: _____

Telephone number: _____

SECTION 3

PROPOSAL CONTENTS

3.1 RFP GUIDELINES AND ASSUMPTIONS

Vendors must observe submission instructions and be advised as follows:

3.1.1. ONE (1) signed original and NINE (9) copies of the technical component of the proposal shall be submitted. ONE copy of the financial component shall be submitted. The original shall be marked as such.

3.1.2. The COUNTY reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the COUNTY deem such information necessary.

3.1.3. If a vendor is unable or unwilling to meet any Clackamas County RFP requirement, an explicit statement to that effect must be made in the proposal as an exception.

3.1.4. This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

3.1.5. Any Proposer supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.

3.1.6. Clackamas County reserves the right to reject any or all proposals, and to accept the proposal deemed most advantageous to the County.

3.1.7. Information should illustrate the quality of the CONTRACTOR'S work.

3.1.8. Clackamas County encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

3.1.9. This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected contractor and Clackamas County.

3.2 SUBMISSION

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time.

If the response is forwarded by mail, the sealed envelopes containing the response and marked as directed above must be enclosed in another envelope marked with the name and address of the contractor, the project title, due date and opening time.

3.3 PROPOSAL CONTENTS/SELECTION CRITERIA

The Proposer shall provide the following information in the proposal in the order of their appearance below. This information is scored as in Section 6, Evaluation & Selection.

3.4 PROJECT UNDERSTANDING AND APPROACH

Detail your understanding of the County's project. Describe your plan to assist the County in shifting from its current business model to the new model of contractor provided services.

Describe the typical process for scattered jobsite projects.

Describe your experience on projects where residents are in the building while the project is underway. Detail your approach to dealing with residents in such situations.

Address the major issues involved in weatherization programs involving mobile homes, single family dwellings and apartments; include instances where structures may be older and in poor condition. How do you deal with those issues?

Describe your work order process and dispatch system.

Detail the steps you take to maximize efficiencies of the work crews and minimize time on the jobsite.

Certifications of both the contractor and workers on the sites are critical to the success of the program. Proof of certifications is required by our funder. Detail your system for tracking certifications, renewing those certifications and providing proof of those certifications to the County.

Detail your safety training program. Provide information on other training's that are available to employees.

3.5 IMPLEMENTATION PLAN:

Provide a detailed project implementation plan from contract execution to start of the first project (for date based criteria, use the number of days from contract execution). Include key dates. Identify the responsibilities of County & Contractor. Detail the steps you will take to have your crews ready to provide services.

3.6 QUALIFICATIONS and EXPERIENCE

3.6.1 Qualified General Contractors must have demonstrated experience in all phases of weatherizing projects. This type of work is to include and not limited to: insulating walls, floor and attics; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. The qualifications must describe the ability of the General Contractor and the availability of resources to perform the required activities.

3.6.2 Describe your experience with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials.

3.6.3 Does your Firm have an approved and adopted Lead Hazard Compliance Plan?

3.6.4 Pertinent Licenses and Certifications:

The General Contractor must provide each of the following items listed below:

1. Oregon CCB License Number
2. Employer Identification Number
3. Other Appropriate Licenses (specify)

Additionally, if the General Contractor has any other certifications these should be included. For example:

- Lead Base Paint
- EPA lead certification

The General Contractor shall provide the same certifications for known subcontractors to be used on the County's projects

3.6.5 Capacity

1. Provide a discussion of the Key Personnel
 - a) Supervisor to employee ratio
 - b) Crew size
 - c) In-house weatherization expertise

3.6.6 Subcontractors

The names of proposed subcontracting firms must be clearly identified. Following the award of a contract, no additional subcontractors will be allowed without prior written consent. The use of subcontractors without the prior consent can result in contract termination. The subcontractor must carry their own insurance. It is the contractor's responsibility to ensure that all subcontractors are in compliance with insurance requirements. Subcontractors are the responsibility of the General Contractor, the County will not be held liable for any failings of the subcontractor. Every subcontractor must hold the same training and certification requirements as the General Contractor. The General Contractor will be held financially responsible for correcting any weatherization work determined to be unacceptable.

3.6.7 EXPERIENCE

Demonstrate the proposers experience by detailing the following

- Firm and personnel's experience and qualifications for weatherization projects similar to the County's project. Please be as descriptive as you need to be for this question.
- Company's experience with working on projects that continue to be occupied during construction work. Detail the customer service training employees are given to deal with residents.
- Company's experience regarding project management of multiple dwellings or scattered sites?
- Company's experience with weatherization materials and construction methods for; doors, windows, insulation, HVAC and plumbing.
- How many projects has your company completed that have included:
 - a) Projects meeting the Oregon Site Built and Mobile Home specifications
 - b) Weatherization Assistance Programs
 - c) Federally funded projects
- Provide dollar values for at least 10 of your last projects similar in size and scope to the County's project; include Notice to Proceed dates and Completion Dates
- Provide a minimum of 5 references (contacts) for weatherization projects completed in the state of Oregon and/or SW Washington of your company's last 10 projects similar in size and scope to the County's.

3.7 COST

Complete the following cost worksheet

COST WORKSHEET Request for Proposals, Weatherization Services Community Solutions of Clackamas County

BASIC MATERIAL LIST FOR CLACKAMAS COUNTY WEATHERIZATION PROGRAM

Item No.	Description	Unit	RATE
1	R-19 Attic to an R-38 blown in fiberglass insulation	sq. ft.	
2	Floor Insulate to an R-25 Kraft faced fiberglass batt	sq.ft.	
3	Duct sealing	hourly rate	
4	Duct insulate to R-11	sq.ft.	
5	HD Wall blow cellulose insulation	sq.ft.	
6	Lead Safe weatherization (exterior walls)	hourly rate	
7	Infiltration Measures	hourly rate	
8	mark up on supplies and material	percentage	
9			
10			
11			
21			
22	CONTRACTOR NAME:		
23			
24	AUTHORIZED SIGNATURE:		
25			
26	NAME, PRINTED:		
27			

SECTION 4

FEDERALLY REQUIRED FORMS

The following forms are included in this package and shall be signed, notarized where specified and returned with the proposal response.

These are the forms:

- SIGNED Proposal Response*
- Affidavit of Non Collusion*
- Congressional Lobbying Certificate*
- Certificate Regarding Ineligible Contractors*
- Conflict of Interest (COI) Disclosure Form*

FAILURE TO RETURN THESE FORMS SIGNED WILL RESULT IN THE PROPOSER BEING DECLARED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONTRACT AWARD.

Section 5

SCOPE OF WORK

5.1 INTRODUCTION

Community Solutions for Clackamas County is the primary agency responsible for Clackamas County's Weatherization Program. The goal of the Weatherization Program is to provide energy conservation services, health & safety repairs, heating system repair and replacement, baseload measures and energy education to households at or below 60 percent of Oregon's median income. Contractors will be responsible for weatherization improvements including: weather-stripping; ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. These services have been provided by County employees. The County has decided to change the service model to a Contractor provided one.

The mission statement for the Weatherization department is:

"To increase the energy efficiency of dwellings owned or occupied by low-income persons, especially those who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden; reduce household energy expenditures, and; address identified health and safety concerns within the scope of the program".

This mission statement will not change under the new business model.

This RFP is for soliciting qualified General Contractors to be placed on a list to provide bids to Community Solutions for weatherization projects ranging from mobile homes, scattered site single family houses and apartments throughout Clackamas County. The County will pre-qualify contractors meeting the RFP requirements. Once a Contractor has been selected as a pre-qualified WX Contractor, they are then eligible to bid on individual Weatherization projects.

Successful General Contractors will be experienced with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials and shall be responsible for whole home ventilation systems, weather-stripping, ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. General Contractors are to be experienced with State Standards for the installation of approved weatherization materials.

During the first year of this program, approximately \$930,000 in funding is available, 150-200 units are expected to be weatherized.

All services will be performed in accordance with the regulations set forth by the U.S. Department of Energy (DOE) in 10 CFR 440 and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the Oregon Site Built and Mobile Home Weatherization Specifications, available online, on the Oregon Housing and Community Services website. Manufacturers install instructions (as required) will be brought to a preconstruction meeting.

All work must be performed according to standards outlined in the Oregon Site Built and Mobile Home Weatherization Specifications.

The Contractor must be licensed with the Construction Contractors Board and must be a certified weatherization contractor with a Lead Renovator on staff. All workers on County projects must have the

certifications appropriate for the task they are assigned; these include but are not limited to Lead based paint, and EPA Lead certification.

Jobs will be bundled in a range of 5-10 jobs per bundle. These will be offered to Contractors that are pre-qualified by this RFP. Bundle sizes may change based on production demand and timelines. These jobs will have maximum allowable costs for certain items, these will be included in the bid packet for individual projects.

5.2. CERTIFICATION OF WORK / Warranty

General contractor and their subcontractors **must** warranty all weatherization work and materials including base load measures for a period of one year from the time of completion. Warranty includes the repair and replacement of defective measures resulting from improper installation or material defect. The contractor shall:

- Use recyclable materials whenever possible. Compliance with EPA regulations also applies to the decommissioning of replaced baseload appliances whether subcontracted out or not.
- Have a health and safety program in place. Documentation of all required training, for contractor based programs, is required and must be available for inspection.
- All weatherization crew leaders, crew and contractor based, are required to complete the OSHA 30 hour training course.
- All weatherization workers, crew and contractor based, are required to complete the OSHA 10 hour training course.
- Proper usage of hazardous chemicals and substances such as foams, sealants, and cleaners in the weatherization work environment.
- Provide Material Safety Data Sheets (MSDS) from suppliers that describe the method to properly handle potentially hazardous materials. Contractor must inform employees where the MSDS are located, how to understand their content, and how to obtain and use appropriate hazard information.
- All weatherization crews working on pre 1978 homes must be trained in Lead Safe Weatherization (LSW)
- Every jobsite where lead paint is being disturbed must have an EPA certified renovator onsite during sign posting, work area setup site and cleanup phases of the work. The renovator must be available by phone when off-site.
- The Contractor must provide training and certification programs or opportunities to it's workers. Certification and training requirements must be met before bidding on individual weatherization projects. Contractors will not be allowed to bid until proof of necessary training and certifications are received.

5.3 SITE INFORMATION

All of the projects will be within Clackamas County. The type of projects to be scheduled for weatherization improvements will range from mobile homes to single family dwellings to apartment buildings. Community Solutions will determine the scope of each specific project. Projects may be grouped (5 to 10) of scattered sites under a single contract. Projects may also be for a large single site under a single contract.

See Exhibit 1, Sample Lead based paint documentation package for a sample current reporting package required for each project.

5.4 QUESTIONS

Questions relating to this proposal or proposal document shall be addressed to:

Lane Miller, Purchasing Manager

Reference: Contractor Services, Community Solutions for Clackamas County's Weatherization Program
Clackamas County Purchasing
2051 Kaen Road, Oregon City, OR 97045
(503) 742-5444

SECTION 6

EVALUATION AND SELECTION CRITERIA

6.1 PROPOSAL EVALUATION PROCESS:

Proposals will be evaluated by an internal evaluation committee. Proposals may be subject to a two-phase evaluation process. The first phase will consist of each evaluator independently assigning a score to each evaluation criteria on the written proposals. Criterion scores will then be summed. The County reserves the right to award the contract at the end of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring proposers from Phase One participating in an interview with the evaluation committee. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring proposer(s). The County may make multiple awards on this project.

<u>PHASE ONE</u>	<u>POINTS AVAILABLE</u>
Project Understanding and Approach	0-40
Qualifications & Experience	0-20
Implementation Plan	0-30
Cost	0-10 Points
Total phase one points available	<u>100</u>

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring proposer, discussions shall be terminated and negotiations will begin with the next highest scoring proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

**MATERIALS AND SERVICES CONTRACT FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION
PROGRAM**

ENERGY COMFORT AND CONSTRUCTION LLC

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

**Nancy Newton
Interim County Administrator**

**Lane Miller
Purchasing Manager**

**Tom Averett
Buyer**

**MASTER AGREEMENT
MATERIALS AND SERVICES CONTRACT
WEATHERIZATION CONTRACTOR SERVICES**

This Master Agreement for materials and services is entered into by and between **CLACKAMAS COUNTY** hereinafter referred to as the COUNTY, and **ENERGY COMFORT AND CONSTRUCTION LLC**, hereinafter called the CONTRACTOR, to provide the materials and services described below and in Section III, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This agreement covers the materials and services as described in Section III. This will generally be the process:

County staff will build a scope of work defining each separate measure to be installed in the individual dwelling. Bids submitted will include a separate cost for each measure identified, which will be installed per the Oregon Site Built and Mobile Home Specifications. Individual dwellings will be bundled 5-10 dwellings per project, bundle sizes may change based on production demand and timelines. These individual dwellings will have a maximum allowable cost and will be identified in the project manual bid packet. A mandatory walk through will be required for each individual dwelling, a separate bid for each individual dwelling will be prepared based on findings during the mandatory walk through and all measures installed per the Oregon Site Built and Mobile Home Specifications. All bids submitted prior to the deadline identified in each project manual. Project contract will be awarded to lowest responsive responsible contractor meeting scope of work specifications.

Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The contractor shall warranty work performed on each project for a period of one year from individual project completion. The contract shall commence **upon contract execution and continue through June 30, 2014**. This contract may be renewed for up to **four (4)** one year renewals with the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

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

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

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

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

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

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. SERVICES TO BE PROVIDED:

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for Proposals issued June 5, 2013 the Proposal Response opened at the time of closing on July 3, 2013, **Weatherization Contractor Services** for the rates established therein. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

IV. FEDERAL CONTRACT SPECIAL CONDITIONS

Failure to Perform

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - Reducing or withholding payment;
 - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes

may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

Termination for Convenience

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

Compliance with Applicable Law

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

County's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request County to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

Reporting Requirements

Contractor shall comply with the reporting requirements of the Awarding Agency including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

Records Maintenance; Access.

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

County and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

Patents; Copy Right; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to the County. The Contractor shall promptly disclose inventions to the County, within 2 months, after the inventor discloses it in writing to the Contractor's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

V. CONSTRAINTS

The CONTRACTOR agrees:

- A.** If the materials and services to be provided pursuant to this contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:
 - 1.** CONTRACTOR shall:
 - a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.
 - b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
 - 2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

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

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

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

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a.** Reducing or withholding payment;
- b.** Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards;
or
- c.** Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

12. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

VI. BONDS

Individual work orders issued will have bonding requirements. The CONTRACTOR will be required to furnish a performance bond before beginning each project.

The CONTRACTOR shall have a surety bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

VII. INSURANCE REQUIREMENTS

The CONTRACTOR agrees to maintain the following insurance limits for the contract term. Specific proof of insurance will be required for each project.

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

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

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

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

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY

Not required by COUNTY

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

E. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

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

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

I. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

VIII. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

IX. TERMINATION - AMENDMENT

- A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Energy Comfort and Construction LLC
15635 SE 114th Avenue, Ste 110
Clackamas, OR 97015

Authorized Signature

MICHAEL PEPELASKOV / MEMBER

Name / Title / Printed

8/5/2013

Date

503-657-3434

Telephone/Fax Number

160327

CCB License #

CLACKAMAS COUNTY BOARD OF
County Commissioners:

John Ludlow, Chair

Recording Secretary

Date

Approved as to form

David W. Anderson
County Counsel



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 20, 2013

All holders of the Proposal and Contract Documents:

Enclosed you will find Addendum #1 to the Request for Proposal Documents for GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S WEATHERIZATION PROGRAM

Attached you will find a list of those attending the mandatory pre-proposal conference for this project held at 10:00 AM, June 19, 2013.

If you have any questions, please call 503.742.5449 or email me at toma@co.clackamas.or.us


Tom Averett
Buyer

**ADDENDUM #1 TO THE REQUEST FOR PROPOSAL DOCUMENTS FOR
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM**

To: All Bid and Document Holders

Date: June 20, 2013

This Addendum No.1 issued prior to receipt of Proposals will become part of the Contract Documents, superseding the originals to the applicable extent indicated. Proposers shall be responsible for issuing information to those furnishing bids and quotations to them.

3.7, Cost (page 20 of the RFP package)

Use the following assumptions when supplying costs:

Item #1: No prep work to be included in cost calculation

Item #2: No prep work to be included in cost calculation

Item # 5: Factor in removal of siding in cost calculation

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided and submitting the signed Addendum with the proposal. Proposals submitted without this Addendum may be considered informal.

Lane Miller – Purchasing Manager

Received, acknowledged, and conditions agreed to this _____ day of _____, 2013.

Proposer: _____

By: _____

REQUEST FOR PROPOSALS

GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS OF CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

Steve Wheeler
Acting County Administrator

Lane Miller
Purchasing Manager

Tom Averett
Buyer

COUNTY REQUEST FOR PROPOSAL OPENING

DATE: July 3, 2013

PLACE: Clackamas County Purchasing
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

TIME: 2:00 PM

SCHEDULE

Request for Proposal issued	June 5, 2013
Mandatory Pre-Proposal Conference	June 19, 2013 10:00 AM
Last date for specification protest	SEVEN 7 days prior to RFP Opening
RFP opening	July 3, 2013 2:00 PM
Last date to protest award	SEVEN (7) days from the Intent to Award

MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal conference will be held at 10:00 AM on June 19, 2013 in the Clackamas County Public Services Building, room 497, 2051 Kaen Road, Oregon City, OR. 97045. The purpose of this pre-proposal is to answer questions about the project.

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SECTION 1	Request for Proposal
SECTION 2	Instructions to Proposers
SECTION 3	Proposal Contents and Response
SECTION 4	Federally Required Forms
SECTION 5	Scope of Work
SECTION 6	Evaluation Procedure
SECTION 7	<i>SAMPLE</i> Agreement Form
SECTION 8	Insurance Certificates (to be submitted prior to contract execution)
Exhibit 1	Sample Lead based paint documentation package

SECTION 1

REQUEST FOR PROPOSALS

SECTION 1

REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed responses per specifications until 2:00 P.M. July 3, 2013 for

General Contractor Services for Community Solutions of Clackamas County's Weatherization Program

No responses will be received or considered after that time.

Community Solutions of Clackamas County is seeking the services of General Contractors to provide weatherization services on projects ranging from mobile homes, scattered site single family houses to apartment buildings throughout Clackamas County.

A Mandatory pre-proposal conference will be held at 10:00 AM June 19, 2013 in Room 497 of the Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

Proposal packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, 4th Floor, Oregon City, OR 97045, office hours 7:00 AM to 6:00 PM Monday through Thursday, phone 503-742-5444. Sealed proposals are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address. Proposals will be opened in the Purchasing Division, located on the 4th floor of the Public Services Building, at the designated time.

Clackamas County reserves the right to reject any and all responses not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all responses upon the finding that it is in the public interest to do so, and waive any and all informalities.

DATED this 5th day June, 2013

Lane Miller, Purchasing Manager

SECTION 2
INSTRUCTIONS TO PROPOSERS

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1. GENERAL

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their responses will be regular, complete and acceptable.

2.2. RESPONSES

All responses shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Responses carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 4). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by the County to be submitted in confidence; proposers will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF RESPONSES:

All responses must be submitted in a sealed envelope bearing on the outside the **name and address of the contractor, the project title, due date and opening time.** Deliveries are to be sent to:

Clackamas County
Purchasing Manager
Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

2.4. RECEIPT AND OPENING OF RESPONSES:

Responses shall be submitted prior to the time fixed in the advertisement for responses. Responses received after the time so designated will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a response not properly addressed and identified.

The responses will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the responses shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date arrive, the names of the offerors submitting responses are read

publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5. WITHDRAWAL OF RESPONSES

Responses may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as the Board of Commissioners:

- a. Specifically rejects the response, or;
- b. Awards a contract and said contract is properly executed.

Contractors' responses shall be valid for at least ONE-HUNDRED TWENTY (120) days.

2.6. MODIFICATION

Any contractor may modify his/her response by registered communication at any time prior to the scheduled closing time for receipt of responses, provided such communication is received prior to the closing time. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

2.7. ACCEPTANCE OR REJECTION OF RESPONSES

In the award of the contract, the Board of Commissioners will consider the element of time, will accept the response which in their estimation will best serve the interest of Clackamas County, and reserves the right to award the contract to the contractor whose response shall be best for the public good. The Board of Commissioners reserves the right to accept or reject any or all responses. Without limiting the generality of the foregoing, any response which is incomplete, obscure or irregular may be rejected. Only one response will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any responses so affected.

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, shall be received at least FIVE (5) days prior to the date set for the opening of responses. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than two (2) days prior to the date fixed for the opening of responses. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this response as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9. NONDISCRIMINATION

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer. Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing, and are to be addressed to:

Clackamas County
Purchasing Manager
Specification Protest, Weatherization contractor services
2051 Kaen Road,
Oregon City, OR 97045

Such comments shall be submitted to Clackamas County no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time.

2.13. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Response.

2.15. NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Purchasing Manager within **SEVEN (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have **SEVEN (7)** calendar days after notice of intent to award has been issued to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.16. REIMBURSEMENT

There is no expressed or implied obligation for Clackamas County to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

2.17. DEFAULT

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.18. PAYMENTS

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.
2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.
3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

2.19 TAXES:

Taxes, whether State or Federal, shall not be included in proposal prices. Clackamas County is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

2.20. LITIGATION:

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Clackamas County and/or the State of Oregon.

2.21. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Pursuant to ORS 279A and Clackamas County procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Clackamas County. Any estimated purchase volumes listed herein do not include other public agencies and Clackamas County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the Company awarded the contract by the County.

2.22. SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**SECTION 3
PROPOSAL CONTENTS AND RESPONSE**

SECTION 3

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____, 2013

Phone number: _____ Fax number: _____

Construction Contractors Board Number: _____

Expiration date: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide **General Contractor Services for Community Solutions of Clackamas County's Weatherization Program** as specified, in accordance with the proposal documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The Contractor, by his signature below, hereby represents as follows:

(a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer fully understands and submits its proposal with the specific knowledge that:

1. The selected proposal must be approved by the Board of Commissioners.
2. This offer to provide **General Contractor Services for Community Solutions of Clackamas** 120 calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

- (e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.
- (g) That the proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- (i) That the proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (j) That the Proposer is legally qualified to contract with Clackamas County.
- (k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225
- (l) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.
- (m) That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.
- (n) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- (o) I, the undersigned agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 or Davis Bacon Act (40 U.S.C. 3141 et seq.) as applicable.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name

Title

Name

Title

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2013

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by it's duly authorized officers this ___ day of _____, 2013

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____

Title: _____

Telephone number: _____

SECTION 3

PROPOSAL CONTENTS

3.1 RFP GUIDELINES AND ASSUMPTIONS

Vendors must observe submission instructions and be advised as follows:

3.1.1. ONE (1) signed original and NINE (9) copies of the technical component of the proposal shall be submitted. ONE copy of the financial component shall be submitted. The original shall be marked as such.

3.1.2 The COUNTY reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the COUNTY deem such information necessary.

3.1.3. If a vendor is unable or unwilling to meet any Clackamas County RFP requirement, an explicit statement to that effect must be made in the proposal as an exception.

3.1.4 This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

3.1.5 Any Proposer supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.

3.1.6 Clackamas County reserves the right to reject any or all proposals, and to accept the proposal deemed most advantageous to the County.

3.1.7 Information should illustrate the quality of the CONTRACTOR'S work.

3.1.8 Clackamas County encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

3.1.9 This request for proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected contractor and Clackamas County.

3.2 SUBMISSION

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time.

If the response is forwarded by mail, the sealed envelopes containing the response and marked as directed above must be enclosed in another envelope marked with the name and address of the contractor, the project title, due date and opening time.

3.3 PROPOSAL CONTENTS/SELECTION CRITERIA

The Proposer shall provide the following information in the proposal in the order of their appearance below. This information is scored as in Section 6, Evaluation & Selection.

3.4 PROJECT UNDERSTANDING AND APPROACH

Detail your understanding of the County's project. Describe your plan to assist the County in shifting from its current business model to the new model of contractor provided services.

Describe the typical process for scattered jobsite projects.

Describe your experience on projects where residents are in the building while the project is underway. Detail your approach to dealing with residents in such situations.

Address the major issues involved in weatherization programs involving mobile homes, single family dwellings and apartments; include instances where structures may be older and in poor condition. How do you deal with those issues?

Describe your work order process and dispatch system.

Detail the steps you take to maximize efficiencies of the work crews and minimize time on the jobsite.

Certifications of both the contractor and workers on the sites are critical to the success of the program. Proof of certifications is required by our funder. Detail your system for tracking certifications, renewing those certifications and providing proof of those certifications to the County.

Detail your safety training program. Provide information on other training's that are available to employees.

3.5 IMPLEMENTATION PLAN:

Provide a detailed project implementation plan from contract execution to start of the first project (for date based criteria, use the number of days from contract execution). Include key dates. Identify the responsibilities of County & Contractor. Detail the steps you will take to have your crews ready to provide services.

3.6 QUALIFICATIONS and EXPERIENCE

3.6.1 Qualified General Contractors must have demonstrated experience in all phases of weatherizing projects. This type of work is to include and not limited to: insulating walls, floor and attics; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. The qualifications must describe the ability of the General Contractor and the availability of resources to perform the required activities.

3.6.2 Describe your experience with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials:

3.6.3 Does your Firm have an approved and adopted Lead Hazard Compliance Plan?

3.6.4 Pertinent Licenses and Certifications:

The General Contractor must provide each of the following items listed below:

1. Oregon CCB License Number
2. Employer Identification Number
3. Other Appropriate Licenses (specify)

Additionally, if the General Contractor has any other certifications these should be included. For example:

- Lead Base Paint
- EPA lead certification

The General Contractor shall provide the same certifications for known subcontractors to be used on the County's projects

3.6.5 Capacity

1. Provide a discussion of the Key Personnel
 - a) Supervisor to employee ratio
 - b) Crew size
 - c) In-house weatherization expertise

3.6.6 Subcontractors

The names of proposed subcontracting firms must be clearly identified. Following the award of a contract, no additional subcontractors will be allowed without prior written consent. The use of subcontractors without the prior consent can result in contract termination. The subcontractor must carry their own insurance. It is the contractor's responsibility to ensure that all subcontractors are in compliance with insurance requirements. Subcontractors are the responsibility of the General Contractor, the County will not be held liable for any failings of the subcontractor. Every subcontractor must hold the same training and certification requirements as the General Contractor. The General Contractor will be held financially responsible for correcting any weatherization work determined to be unacceptable.

3.6.7 EXPERIENCE

Demonstrate the proposers experience by detailing the following

- Firm and personnel's experience and qualifications for weatherization projects similar to the County's project. Please be as descriptive as you need to be for this question.
- Company's experience with working on projects that continue to be occupied during construction work. Detail the customer service training employees are given to deal with residents.
- Company's experience regarding project management of multiple dwellings or scattered sites?
- Company's experience with weatherization materials and construction methods for, doors, windows, insulation, HVAC and plumbing.
- How many projects has your company completed that have included:
 - a) Projects meeting the Oregon Site Built and Mobile Home specifications
 - b) Weatherization Assistance Programs
 - c) Federally funded projects
- Provide dollar values for at least 10 of your last projects similar in size and scope to the County's project; include Notice to Proceed dates and Completion Dates
- Provide a minimum of 5 references (contacts) for weatherization projects completed in the state of Oregon and/or SW Washington of your company's last 10 projects similar in size and scope to the County's.

3.7 COST

Complete the following cost worksheet

COST WORKSHEET Request for Proposals, Weatherization Services Community Solutions of Clackamas County			
BASIC MATERIAL LIST FOR CLACKAMAS COUNTY WEATHERIZATION PROGRAM			
Item No.	Description	Unit	RATE
1	R-19 Attic to an R-38 blown in fiberglass insulation	sq. ft.	
2	Floor Insulate to an R-25 Kraft faced fiberglass batt	sq.ft.	
3	Duct sealing	hourly rate	
4	Duct insulate to R-11	sq.ft.	
5	HD Wall blow cellulose insulation	sq.ft.	
6	Lead Safe weatherization (exterior walls)	hourly rate	
7	Infiltration Measures	hourly rate	
8	mark up on supplies and material	percentage	
9			
10			
11			
21			
22	CONTRACTOR NAME:		
23			
24	AUTHORIZED SIGNATURE:		
25			
26	NAME, PRINTED:		
27			

Section 5

SCOPE OF WORK

5.1 INTRODUCTION

Community Solutions for Clackamas County is the primary agency responsible for Clackamas County's Weatherization Program. The goal of the Weatherization Program is to provide energy conservation services, health & safety repairs, heating system repair and replacement, baseload measures and energy education to households at or below 60 percent of Oregon's median income. Contractors will be responsible for weatherization improvements including: weather-stripping; ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. These services have been provided by County employees. The County has decided to change the service model to a Contractor provided one.

The mission statement for the Weatherization department is:

"To increase the energy efficiency of dwellings owned or occupied by low-income persons, especially those who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden; reduce household energy expenditures, and; address identified health and safety concerns within the scope of the program".

This mission statement will not change under the new business model.

This RFP is for soliciting qualified General Contractors to be placed on a list to provide bids to Community Solutions for weatherization projects ranging from mobile homes, scattered site single family houses and apartments throughout Clackamas County. The County will pre-qualify contractors meeting the RFP requirements. Once a Contractor has been selected as a pre-qualified WX Contractor, they are then eligible to bid on individual Weatherization projects.

Successful General Contractors will be experienced with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials and shall be responsible for whole home ventilation systems, weather-stripping, ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. General Contractors are to be experienced with State Standards for the installation of approved weatherization materials.

During the first year of this program, approximately \$930,000 in funding is available, 150-200 units are expected to be weatherized.

All services will be performed in accordance with the regulations set forth by the U.S. Department of Energy (DOE) in 10 CFR 440 and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the Oregon Site Built and Mobile Home Weatherization Specifications, available online, on the Oregon Housing and Community Services website. Manufacturers install instructions (as required) will be brought to a preconstruction meeting.

All work must be performed according to standards outlined in the Oregon Site Built and Mobile Home Weatherization Specifications.

The Contractor must be licensed with the Construction Contractors Board and must be a certified weatherization contractor with a Lead Renovator on staff. All workers on County projects must have the

certifications appropriate for the task they are assigned; these include but are not limited to Lead based paint, and EPA Lead certification.

Jobs will be bundled in a range of 5-10 jobs per bundle. These will be offered to Contractors that are pre-qualified by this RFP. Bundle sizes may change based on production demand and timelines. These jobs will have maximum allowable costs for certain items, these will be included in the bid packet for individual projects.

5.2. CERTIFICATION OF WORK / Warranty

General contractor and their subcontractors **must warranty all weatherization work and materials including base load measures** for a period of one year from the time of completion. Warranty includes the repair and replacement of defective measures resulting from improper installation or material defect. The contractor shall:

- Use recyclable materials whenever possible. Compliance with EPA regulations also applies to the decommissioning of replaced baseload appliances whether subcontracted out or not.
- Have a health and safety program in place. Documentation of all required training, for contractor based programs, is required and must be available for inspection.
- All weatherization crew leaders, crew and contractor based, are required to complete the OSHA 30 hour training course.
- All weatherization workers, crew and contractor based, are required to complete the OSHA 10 hour training course.
- Proper usage of hazardous chemicals and substances such as foams, sealants, and cleaners in the weatherization work environment.
- Provide Material Safety Data Sheets (MSDS) from suppliers that describe the method to properly handle potentially hazardous materials. Contractor must inform employees where the MSDS are located, how to understand their content, and how to obtain and use appropriate hazard information.
- All weatherization crews working on pre 1978 homes must be trained in Lead Safe Weatherization (LSW)
- Every jobsite where lead paint is being disturbed must have an EPA certified renovator onsite during sign posting, work area setup site and cleanup phases of the work. The renovator must be available by phone when off-site.
- The Contractor must provide training and certification programs or opportunities to it's workers. Certification and training requirements must be met before bidding on individual weatherization projects. Contractors will not be allowed to bid until proof of necessary training and certifications are received.

5.3 SITE INFORMATION

All of the projects will be within Clackamas County. The type of projects to be scheduled for weatherization improvements will range from mobile homes to single family dwellings to apartment buildings. Community Solutions will determine the scope of each specific project. Projects may be grouped (5 to 10) of scattered sites under a single contract. Projects may also be for a large single site under a single contract.

See Exhibit 1, Sample Lead based paint documentation package for a sample current reporting package required for each project.

5.4 QUESTIONS

Questions relating to this proposal or proposal document shall be addressed to:

Lane Miller, Purchasing Manager

Reference: Contractor Services, Community Solutions for Clackamas County's Weatherization Program

Clackamas County Purchasing

2051 Kaen Road, Oregon City, OR 97045

(503) 742-5444

SECTION 5

EVALUATION AND SELECTION CRITERIA

6.1 PROPOSAL EVALUATION PROCESS:

Proposals will be evaluated by an internal evaluation committee. Proposals may be subject to a two-phase evaluation process. The first phase will consist of each evaluator independently assigning a score to each evaluation criteria on the written proposals. Criterion scores will then be summed. The County reserves the right to award the contract at the end of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring proposers from Phase One participating in an interview with the evaluation committee. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring proposer(s). The County may make multiple awards on this project.

<u>PHASE ONE</u>	<u>POINTS AVAILABLE</u>
Project Understanding and Approach	0-40
Qualifications & Experience	0-20
Implementation Plan	0-30
Cost	0-10 Points
Total phase one points available	<u>100</u>

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring proposer, discussions shall be terminated and negotiations will begin with the next highest scoring proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

September 26, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with The State Board of Education acting by and through Portland State University Center for Improvement of Child and Family Services to Provide a Workforce Development and Training Program

Purpose/Outcomes	Portland State University workforce development and training program specific to Wraparound and Systems of Care
Dollar Amount and Fiscal Impact	The maximum value of the agreement is \$15,000.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on June 30, 2014
Previous Board Action	No previous board action
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	6421

BACKGROUND:

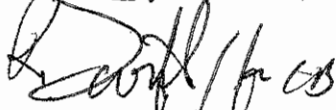
Portland State University will provide training, consultation and community education on the Wraparound model for Clackamas County to ensure improved outcomes for the highest needs children and families. Care coordination is provided by the Children’s Care Management team within the Behavioral Health Division to the highest needs children and their families. These children typically have a serious mental illness along with involvement in other systems such as child welfare, juvenile justice and special education. County staff facilitate child and family teams to ensure services provided are the most effective, unduplicated and achieve intended outcomes. The most effective model of this type of care management is called Wraparound and is an established evidence-based practice of team facilitation.

The value of this agreement is \$15,000. The agreement is effective upon signature and terminates June 30, 2014.

RECOMMENDATION:

Staff recommends Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

Received

PSU Contract # 23052

SEP 10 2013

Portland State Univ
Purchasing Dept

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, OREGON
BEHAVIORAL HEALTH DIVISION**

AND

**PORTLAND STATE UNIVERSITY
CENTER FOR IMPROVEMENT OF CHILD AND FAMILY SERVICES**

Contract # 6421

(1) The State Board
of Higher Education
acting by and through
Portland State University

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Behavioral Health Division (CLACKAMAS) and **PORTLAND STATE UNIVERSITY CENTER FOR IMPROVEMENT OF CHILD AND FAMILY SERVICES (PSU)** for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a workforce development and training program provided by PSU Systems of Care Institute. PSU will provide technical assistance, consultation, training and on-going support for a model in the region grounded in the principles and values associated with Wraparound and Systems of Care.

II. Scope of Work and Cooperation

A. PSU agrees to:

1. Provide training, consultation and systemic support for the development and implementation of Wraparound and Systems of Care. PSU will utilize trainers and subject matter experts, including individuals representing youth and family voice specific to Wraparound and Systems of Care.
2. Provide consultation to CLACKAMAS leadership a minimum of once a month.
3. Provide consultation and technical assistance to CLACKAMAS staff, as mutually agreed upon.
4. Provide coaching and mentoring for CLACKAMAS program supervisors a minimum of once a quarter.
5. Provide training and consultation to CLACKAMAS system partners within Clackamas County specific to Wraparound and Systems of Care, a minimum of three events during the period of this agreement.
6. Provide quarterly reports on the progress of the Wraparound and Systems of Care.
7. As requested, attend meetings and events specific to Wraparound and Systems of Care.

INTERGOVERNMENTAL AGREEMENT
PORTLAND STATE UNIVERSITY
Page 2 of 3

III. Compensation

- A. CLACKAMAS shall compensate PSU for satisfactorily completing activities described in Section II.A. above.
- B. The total payment to PSU shall not exceed **\$15,000**.
- C. PSU shall submit a request for reimbursement on a monthly basis the month following that in which activities are performed. The request may use any format approved by the PSU, but should list work accomplished for which reimbursement is requested. The invoice shall include the contract # **6421**, dates of service and the total amount due for all service provided during the month. Requests for reimbursement shall be submitted to:

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

Within thirty (30) days after receipt of the bill, provided that the CLACKAMAS Program Manager has approved the activities specified on the request for reimbursement, COUNTY shall pay the amount requested to the PSU.

IV. Liaison Responsibility

Dan Embree, will act as liaison from PSU for this project. Jill Archer, Behavioral Health Division Director, will act as liaison from CLACKAMAS.

V. Special Requirements

- A. CLACKAMAS and PSU agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the AMH.
- B. Within the limits of the Oregon Tort Claims Act, PSU agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of PSU, and/or its agents, employees, subcontractors, or representatives under this agreement.

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

INTERGOVERNMENTAL AGREEMENT
PORTLAND STATE UNIVERSITY
Page 3 of 3

way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective upon signature and is scheduled to terminate June 30, 2014.

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

This agreement consists of seven (7) sections.

PORTLAND STATE UNIVERSITY



William Terry, Contract Officer
Contract and Procurement Services
9-10-13

Date
PO Box 751 - FAST CAPS
Mailing Address
Portland, Oregon 97207-0751
City / State / Zip 98697 / 97207
(503)725-8044 / (503)725-2140
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker
Department of Health, Housing and Human Services

Date

COPY

September 26, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Subrecipient Agreement with the
Clackamas Children's Commission, Inc. for Intensive Home Visiting Services

Purpose/Outcomes	This Subrecipient Grant Agreement provides funds to Clackamas Children's Commission, Inc., a local non-profit, to provide a minimum of 897 High Risk screens that will result in approximately 220 families receiving intensive home visiting services. The expected program outcome is that 97% of the children receiving intensive home visiting services will be free from abuse and neglect. Intensive home visiting services at minimum includes: on-going home visits, parent training, linkages to positive support groups and primary health care.
Dollar Amount and Fiscal Impact	The maximum amount of this grant is \$515,686.00 There is no fiscal impact to the County relating to county staff.
Funding Source	Funding for the subrecipient grant comes from both Federal Title XIX Oregon Medicaid program in the amount of \$59,729; Federal Title IV-B2 Family Support Services program in the amount of \$67,964; State General Funds in the amount of \$347,493 and; County General Funds in the amount of \$40,500
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	None
Contact Person	Rodney Cook, Director Children Youth & Families
Contract No.	6448

BACKGROUND:

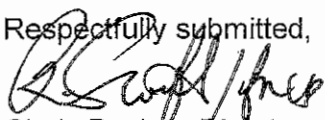
This subrecipient grant is a continuance of an existing contract between Children Youth & Families Division and Clackamas Children's Commission, Inc. (a local nonprofit). Healthy Start Funds flow through the Children, Youth & Families Division from the Department of Education (Early Learning Division and Youth Development Division). Healthy Start Funds are expected to flow to counties for the 2013-2014 portion of the coming biennium. Once Early Learning Hubs are certified, the funds will be transferred to the Hub to administer. BCC approved Children, Youth & Families to apply to become the Early Learning Hub at its April 23rd, 2013 study session.

This Subrecipient Agreement has been reviewed and approved by County Finance and County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Subrecipient Agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


Cindy Becker, Director

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
SUBRECIPIENT GRANT AGREEMENT**

CLACKAMAS COUNTY, OREGON GRANT AGREEMENT 14-006		
Project Name: Healthy Families Services		
Project Number: 56021		
This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services, Children, Youth & Families Division and <u>Clackamas County Children's Commission, Inc. (Subrecipient)</u> .		
Subrecipient Data	Clackamas County Data	
Program Administrator: Sue Elder	Grant Accountant: Deanna Mulder	Project Officer: Erin Deahn
Clackamas Children's Commission, Inc.	Clackamas County – Children, Youth & Families Division	Clackamas County – Children, Youth & Families Division
16518 River Road	2051 Kaen Road	2051 Kaen Road, 2 nd floor
Milwaukie , OR 97267	Oregon City, OR 97045	Oregon City, OR 97045
503-675-4565	503-650-5675	Phone: 503-496-3937
suee@cccchs.org	deannam@co.clackamas.or.us	edeahn@clackamas.us
DUNS: 620261503		

COPY

RECITALS

Clackamas County, a political subdivision of the State of Oregon ("County") has an Intergovernmental Agreement ("Agreement") to Implement and Oversee a System of Early Learning Services to ensure that children enter school ready to learn; and for the Financing of Medicaid Administrative Activities Healthy Start Services between the State of Oregon, acting by and through its Oregon Early Learning Division of the Department of Education ("Agency") for the biennium period 2013-2015.

WHEREAS, ORS 417.790, and 417.795, section 4, chapter 519, Oregon Laws 2011 (as amended by section 3, chapter 37, Oregon Laws 2012), and section 1 of HB 3234 (2013) authorize Agency to implement and oversee a system of early learning services in Oregon communities to ensure that children enter school ready to learn;

WHEREAS, section 77, chapter 37, Oregon Laws 2012 (as amended by Section 16 of HB 2013 (2013)), section 24 of HB 2013 (2013), and section 1a of HB 3234 (2013) contemplate that early learning services will be delivered through the direction of Early Learning Hubs, in communities served by such hubs, and administered by the Early Learning Council through Agency, in communities not served by an Early Learning Hub;

WHEREAS, County is not currently served by an Early Learning Hub;

WHEREAS, in order to provide for the delivery of early learning services in County, Agency entered into an Agreement to provide certain funding to County, under the terms and conditions hereof, for the delivery of early learning services in County;

WHEREAS, **County and Clackamas County Children's Commission, Inc.** desires to receive such funding, under the terms and conditions of this Agreement, for the foregoing purpose;

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
SUBRECIPIENT GRANT AGREEMENT**

WHEREAS, under Title XIX of the Social Security Act (the "Act"), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation ("FFP") is the federal government's share for states' Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures ("State Share"). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services (DHHS), Centers for Medicare and Medicaid Services ("CMS") for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the "State Medicaid Plan").

WHEREAS, the State Medicaid program is administered by the Oregon Health Authority ("OHA"), pursuant to ORS 409.010(3). OHA has an interagency agreement with the Oregon Early Learning Division (AGENCY) that authorizes AGENCY to administer Medicaid administrative activities for purposes of the Healthy Families Oregon programs authorized under ORS 417.795 (formerly known as the Healthy Start Family Support Services Program). AGENCY desires to administer those Medicaid administrative services, in part, through its Agreement with the COUNTY.

WHEREAS, ORS 417.795, authorizes AGENCY to establish Healthy Families Oregon programs, as funding becomes available.

WHEREAS, COUNTY receives funding from AGENCY to implement Healthy Families Oregon programs through a local provider to improve the wellness of children and families located within COUNTY'S jurisdiction.

WHEREAS, consistent with the goals of the Healthy Families Oregon programs, AGENCY and COUNTY, intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid who reside in the geographic areas served by the COUNTY. Under the Agreement, COUNTY, through contracts with local providers ("Providers"), who must be enrolled with the Oregon Health Authority, Department of Medical Assistance Program ("DMAP") to provide Medicaid services, will perform Title XIX administrative activities. COUNTY will utilize Providers to perform outreach, health care coordination, and other medical assistance related to administrative activities that support the administration of the State Medicaid Plan.

WHEREAS, 42 CFR 433.51 permits the use of public funds to be appropriated directly to the COUNTY to be considered as the State Share in obtaining FFP;

WHEREAS, Clackamas County Children's Commission, Inc desire to enter into this Agreement to ensure optimal utilization of available federal funding for Healthy Families Oregon administrative activities in order to better serve the eligible Medicaid population of Oregon; and

WHEREAS, Clackamas County Children's Commission's, Inc (CCCC) mission is "To support the growth of strong, healthy families and to provide young children with a heads start in school readiness." CCCC is a private not-for-profit organization formed in 1973 to provide Head Start services in Clackamas County. Since then, CCCC has expanded services to include children ages zero to three, through Early Head Start and Healthy Families. At CCCC, our vision is a community in which all young children have the best possible opportunity to succeed. We are committed to integrating quality services in an inclusive environment to support the development of early learning. We build strong community partnerships that enhance the health and well-being of each child to nurture an enduring love of learning. We respect the dignity of families, recognizing the merits of each as the primary educators and advocates for their children.

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
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WHEREAS, Clackamas County Children's Commission, Inc. acknowledges that, in accordance with 2013 Oregon legislation, the implementation of Health Families Oregon programs may change and that, accordingly, COUNTY may terminate this Agreement, as provided herein, to provide for continuing implementation of the Healthy Families Oregon programs, as contemplated by 2013 legislation.

WHEREAS, this Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** The Agreement shall be effective as of the **July 1, 2013** and shall expire on **June 30, 2014**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Federal funding has been provided through the U.S. Department of Health and Human Services, of which the standards of performance are located in Title 45 of the *Code of Federal Regulations* Part 74.
4. **Grant Funds.** The COUNTY's funding for this Agreement is:
 - A) The Early Learning Division 2013-15 County Intergovernmental Agreement for the Financing of Early Learning Services issued to the COUNTY by the State of Oregon Early Learning Division on behalf of the U.S. Department of Health and Human Services (DHHS), Centers for Medicare and Medicaid Services through the Title XIX Medical Assistance Program, **(CFDA 93.778)** issued to the COUNTY by Agency. **The maximum, not to exceed, grant amount that the COUNTY will pay is \$59,729.**
 - B) Title IV-B2 Family Support Services funding, **(CFDA 93.556)** issued to the COUNTY by the Agency. When utilizing Federal Title IV-B2 Promoting Safe and Stable Families funds, the Subrecipient shall comply with the additional Federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 649 et.seq., including but not limited to: maintaining and providing to County such documentation as County shall require to comply with Federal reporting requirements. **The maximum not to exceed, grant amount that the COUNTY will pay is \$67,964.**
 - C) Non-Federal State General Funds, the maximum, not to exceed, grant amount that the COUNTY will pay is **\$347,493.**
 - D) Non-Federal County General Funds, the maximum, not to exceed, grant amount that the COUNTY will pay is **\$40,500.**

Total grant agreement, not to exceed, amount is \$515,686. 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. Subrecipient will receive written notification of the split between

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
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funding sources CFDA 93.778, CFDA 93.556, and non-Federal funds, within 90 days of the end of the agreement.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a Subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** The Sub-recipient shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organization* (OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in 45 CFR Part 74.
 - b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 230, Appendix B (OMB Circular A-122) *Cost Principles for Nonprofit Organizations*. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d) **Match.** The Healthy Families programs are required to demonstrate at least a 25% local match as part of their base operating budget. At least 5% must be cash or cash equivalent. Allowable match includes such items as cash contributions, in-kind contributions, volunteer hours and the value of donated. Required documentation for match and match expenditures is the same as that of grant and grant expenditures.
 - e) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D.
 - f) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final as specified) during the term of this Agreement.

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
SUBRECIPIENT GRANT AGREEMENT**

- g) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- h) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
- i) **Lobbying.** The SUBRECIPIENT agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (*OMB Circular A-122*), which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. SUBRECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- k) **Monitoring.** The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Sub-Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion.
- l) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) 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.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Additional Federal and State Requirements.

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
SUBRECIPIENT GRANT AGREEMENT**

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 215 as applicable to SUBRECIPIENT. Additional requirements are specified 45 CFR Part 74.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

11. General Agreement Provisions.

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

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
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- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

**CLACKAMAS COUNTY AND CLACKAMAS COUNTY CHILDRENS COMMISSION, INC.
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- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

Children Youth and Families Division of Clackamas County
 Healthy Families of Clackamas County
Statement of Program Objectives and Quarterly Performance Report
Exhibit A

Agency: Clackamas County Children's Commission Inc.
Activity: Healthy Families Clackamas County
Contract Period: July 1, 2013 - June 30, 2014

Contact: Erin Deahn, Program Planner

Activity/Output	Average Number of FSUs					
By 6/30/14, a minimum of 122 Family Service Units will receive intensive home visiting services defined by HFA standards). (as Reported to CYF quarterly. Target: 122 FSU	Jul-13	Aug-13	Sep-13	Quarterly Average		
				0		
	Average Number of FSUs					
	Oct-13	Nov-13	Dec-13	Quarterly Average		
				0		
	Average Number of FSUs					
	Jan-14	Feb-14	Mar-14	Quarterly Average		
				0		
	Average Number of FSUs					
	Apr-14	May 2014	Jun-14	Quarterly Average		
				0		
	Yearly FSU Average:					0
Activity / Output	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total #	Total %
	#	#	#	#	#	%
Total number of newly enrolled families (not FSU). (Target: approximately 220 families)					0	0%
By 6/30/2014, 97% of children receiving Healthy Families intensive home visiting services will be free from abuse and neglect. Report number of newly opened DHS cases for Healthy Families clients. Target: Less than 6					0	0.0%
By 6/30/14, a minimum of 55% (approximately 897) 1st birth families will receive screening services within 14 days of birth . Reported CYF quarterly. Target: 55%(approx: 897)					0	0.0%
By 6/30/2014, 100% of home visitors will have a 75% or higher Home Visit Completion Rate (75% of families will have received 75% of their expected home visits). Target: 75%						0.0%
Number of Volunteer hours used for CORE services					0	
Number of Volunteer hours used for NON-CORE services					0	

Reported Bi-Annually	#	#	Total
Intermediate Outcomes/Measurement	%	%	#/%
By 6/30/14, 90% or more of children receiving intensive home visiting services will experience positive parent-child interactions (per NPC Parent Surveys). Target: Approximately 198 children.	0	0	0 0.0%
Intermediate Outcomes/Measurement	#/%	#/%	Total
By 6/30/14, 85% or more of parents receiving intensive home visiting services will report reading to their child at least 3 times per week (per Parent Surveys). Target: Approximately 187 parents	0	0	0 0.0%
Intermediate Outcomes/Measurement	#/%	#/%	Total
By 6/30/14, 90% or more of parents receiving intensive home visiting services will report that Healthy Families has helped them with social supports. Target: Approximately 198 parents	0	0	0 0.0%
Intermediate Outcomes/Measurement	#/%	#/%	Total
By 6/30/14, 65% or more of parents receiving intensive home visiting services will report reduced parenting stress. Target: Approximately 143 parents	0	0	0 0.0%
Intermediate Outcomes/Measurement	#/%	#/%	Total
By 6/30/14, 90% or more of children receiving intensive home visiting services will have a Primary Care Provider (per Family Intake/Update). Target: Approximately 198 parents	0	0	0 0.0%
Intermediate Outcomes/Measurement	#/%	#/%	Total
By 6/30/14, 90% or more of children receiving intensive home visiting services will have up-to-date immunizations (per Family Intake/Update). Target: Approximately 198 parents	0	0	0 0.0%
Intermediate Outcomes/Measurement	#/%	#/%	Total
By 6/30/14, 80% or more of eligible children receive at least 1 developmental screen. Target: Approximately 176 parents	0%	0%	0 0.0%

Assurances:

Clackamas County Children's Commission Inc. assures that it:

1. Will initiate and complete the work within the applicable time frame after notification of contract approval but not before July 1, 2013.
2. Will adhere to Healthy Families of Clackamas County Policy and Procedure Manual.
3. Will submit evaluation paperwork to NPC Research at least monthly in accordance with required timelines (Red Book).
4. Will submit reports from work plan to CYF at least quarterly.
5. Will ensure that for every five Home Visitor FTE, at minimum, one Home Visitor FTE will be bi-lingual.
6. Supervision will be provided in accordance with HFA expectations.
7. Will ensure HFA training requirements are met.
8. Will provide a 20% match that funds core services, 5% cash match per ELC guidelines.

EXHIBIT B: SUBRECIPIENT PROGRAM BUDGET

Budget 2013-2014

Clackamas County Children's Commission

Total Contract Award from CYF:

\$515,686

REVENUE (source)	Revenue						
	Budget	Contracted funds from OCF	Match Revenue - BabyLink	Match Revenue - Gen'l Fund	Cash Donations	Donated Items - In Kind	Volunteer Hours - In Kind
HS State GF	347,493	347,493					
Medicaid	59,729	59,729					
Family Support Services Fund	67,964	67,964					
BabyLink - County General Funds	40,500		40,500				
Match Revenue - Other Grants	5,321			5,321			
Benefit Dinner	11,010				11,010		
Other Donations	712				712		
Volunteer Hours-In Kind (900 hrs)	2,000						2,000
TOTAL REVENUE	534,729	475,186	40,500	5,321	11,722	0	2,000

EXPENDITURES

Salary and Benefits

EXPENDITURES		Expenditure					Volunteer Hours - In Kind
		Budget	Contracted funds from OCF	Match Revenue - BabyLink	Match Revenue - Gen'l Fund	Cash Donations	
Family Service Worker 1 - Elena Castilla	0.975	32,580	32,580			0	
Fringe		13,113	13,113				
Family Service Worker 2 - Anna Akins	0.90	26,475	26,475				
Fringe		9,651	9,651				
Family Service Worker 3 - Ashley Huddleston	0.975	28,681	28,681				
Fringe		9,960	9,960				
Family Service Worker 4 - Carmina Ruiz	0.975	31,983	31,983				
Fringe		18,141	18,141				
Family Service Worker 5 - Brooke Blackburn	0.90	26,475	26,475				
Fringe		9,651	9,651				
Family Service Worker 6 - Dawn Locke	0.90	26,475	26,475				
Fringe		11,769	11,769				
Family Service Worker 7 - Nancy DeFerrari	0.90	26,475	26,475				
Fringe		9,651	9,651				
Comm Outreach/Data Entry - Denise Lukens	0.60	20,624	7,924	12,700			
Fringe		9,166	9,166				
Comm Outreach Data/Entry - Karen Darr	0.975	33,515	13,515	20,000			
Fringe		15,659	15,659				
Program Supervisor 1 - Tessa Osborne	0.85	40,454	40,454				
Fringe		14,599	14,599				
Program Supervisor 2 - Beth Kersens	0.75	35,695	35,695				
Fringe		13,799	13,799				
Center Manager - Ismael Rosario	0.03	1,535			1,535		
Fringe		388			388		
Site Coordinator - Amelia Warden	0.03	394			394		
Fringe		4			4		
Volunteer Hours		2,000					2,000
Total Salary		468,912	431,891	32,700	2,321	0	2,000

Clackamas County Children's Commission

Total Contract Award from CYF:

\$515,686

EXHIBIT B: SUBRECIPIENT PROGRAM BUDGET

Budget 2013-2014

Clackamas County Children's Commission

Total Contract Award from CYF:

\$515,686

Materials and Services

Program

- Office Supplies
- Program Supplies (includes screening supplies)
- Employee Training (including BabyLink)
- IT Marketing/Internet/Web support (Marilena Burdett)
- Mileage Costs
- Postage
- Other In-Kind & Donated Items

Total Program Costs

Administration

- Executive Director 0.02
- ERSEA and IT Manager 0.05
- ACCTG Payroll MTG 0.02
- Grants Specialist 0.02
- Finance Director 0.02
- HR Specialist 0.02
- HR Director 0.02
- Admin Audit/Accounting Fees

Total Administration

Total Materials & Services

TOTAL EXPENDITURES

REVENUE LESS EXPENDITURES

Expenditure Budget	Contracted funds from OCF	Match Revenue - BabyLink	Match Revenue - Gen'l Fund	Cash Donations	Donated Items - In Kind	Volunteer Hours - In Kind
3,500	3,000	500		0		
9,722	0			9,722		
11,700	8,400	800	2,000	500		
1,500	0			1,500		
25,000	20,000	5,000				
3,500	2,000	1,500				
0	0	0				
54,922	33,400	7,800	2,000	11,722	-	-
1,889	1,889					
2,615	2,615					
1,340	1,340					
791	791					
1,623	1,623					
610	610					
1,028	1,028					
1,000			1,000			
10,896	9,896		1,000	-	-	-
65,818	43,296	7,800	3,000	11,722	-	-
534,730	475,186	40,500	5,321	11,722	-	2,000

(0)	(0)	-	-	-	-	-
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Training includes:		
Debbie Bassett Consultation	\$ 4,350	(\$300/month + extra 5 hours in September)
Marie Celest Condon consultation	\$ 1,100	September Retreat+\$50/month consultation fee
Employee Trainings	\$ 5,450	(divided by 7 home visitors and 2 supervisors)
BabyLink Trainings	\$ 800	Divided by 2 staff

EXHIBIT C
Lobbying and Litigation Certificate

Grant Agreement #: 14-006

Federal Grant: Title IV-B2 Family Support and Title XIX

Recipient Name: Clackamas County Children's Commission

Recipient Address: 16518 River Road
Milwaukie, OR 97267

Project Name: Healthy Families-Clackamas County

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

Signature

Date

Printed Name / Title:

At project completion, complete this form and submit to:

Clackamas County,
Attn: Erin Deahn
Children, Youth and Families
2051 Kaen Rd
Oregon City, OR 97045
edeahn@clackamas.us

EXHIBIT D
Required Financial Reporting and Reimbursement Request

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

SUBRECIPIENT shall submit a monthly Invoice (Exhibit E) and Fiscal Report (Exhibit B) within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

SUBRECIPIENT shall submit a quarterly Invoice (Exhibit E) and Fiscal Report (Exhibit B) within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit B.

The COUNTY shall make payment to SUBRECIPIENT within 30 days of receipt and approval of each funds request and fiscal report submittal. SUBRECIPIENT shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit A, and Exhibit E of this contract.

Reimbursement request required to be prepared and submitted by SUBRECIPIENT to the COUNTY shall be accurate and correct in all respects, supported by attached

documentation and traceable to source documents through SUBRECIPIENT's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have SUBRECIPIENT secure the services of a certified accounting firm. Cost of such accounting services are to be borne by SUBRECIPIENT and not reimbursed from funds authorized by the agreement unless specifically agreed to between SUBRECIPIENT and COUNTY in writing.

SUBRECIPIENT shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the SUBRECIPIENT's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the SUBRECIPIENT in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and SUBRECIPIENT.
- C. The return of all unexpended funds to the COUNTY.

SUBRECIPIENT shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the SUBRECIPIENT's failure to provide services in accordance with the contract.

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

2. RECORDKEEPING

SUBRECIPIENT shall keep detailed records of time and expenditures incurred and funded

by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

SUBRECIPIENT shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by SUBRECIPIENT for a period of three years from the date of completion of the contract except as follows:

Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

**EXHIBIT E
Monthly/Quarterly/Final Performance Report
Invoice**

PROJECT NAME: Healthy Families-Clackamas County	AGREEMENT PERIOD
GRANT AGREEMENT NUMBER: 14-006	From: 07/01/13 To: 06/30/2014
NAME/ADDRESS/PHONE NUMBER OF SUB-RECIPIENT: Clackamas Children's Commission, Inc. 16518 River Road Milwaukie , OR 97267 503-675-4565	CURRENT EXPENDITURE PERIOD
	From: To:
	Funds request for Current Expenditure Period: \$0
	TOTAL GRANT AMOUNT: \$515,686

EXPENDITURE SUMMARY	Grant Expenditures		
	a	b	a + b = c
	Previously Reported	Current Period	Cumulative to Date
Total			

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

CERTIFICATION

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

Signature

Title

Date

Performance Reporting

PROJECT NAME: <i>Healthy Families-Clackamas County</i>	AGREEMENT # <i>14-006</i>
SUB-RECIPIENT: <i>Clackamas County Children's Commission, Inc.</i>	

PROGRAM REPORTS

SUBRECIPIENT shall submit program performance reports for each quarter of the fiscal year. (Exhibit A) These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

SUBRECIPIENT shall complete and submit other reports as required and supplied by the COUNTY.

SUBRECIPIENT programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.

1st Quarter, Jul 1 – Sep 30: due on Oct 15, 2013

2nd Quarter, Oct 1 – Dec 31: due on Jan 15, 2014

3rd Quarter, Jan 1 – Mar 31: due on Apr 15, 2014

4th Quarter, Apr 1 – Jun 30: due on Jul 15, 2014

MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and SUBRECIPIENT policies, procedures and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The SUBRECIPIENT will gather data necessary to complete quarterly work plan performance and budget, and any other reports required by the COUNTY.

The SUBRECIPIENT will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the SUBRECIPIENT shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to SUBRECIPIENT until such time as the standards are met. The COUNTY may require SUBRECIPIENT to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the SUBRECIPIENT has expended funds which are questionable or disallowed, the SUBRECIPIENT shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from SUBRECIPIENT's non COUNTY-administered funds, payable by check within 30 days of final determination.

September 26, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
State of Oregon Department of Education – Youth Development Division
For the receipt of 2013-2014 Funds

Purpose/Outcomes	This Intergovernmental Agreement would allow Children, Youth & Families Division to administer Youth Development programs, services and initiatives to school-age children through youth 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors. Program services are focused on youth exhibiting the following risk factors: anti-social behavior, poor family functioning or poor family support, failure in school, substance abuse problems, negative peer association and demonstrating behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.
Dollar Amount and Fiscal Impact	\$306,175.00 Federal Funds. These Title XX block grant funds (CFDA # 93.667) will support the School-based PreventNet Services sites. These funds are passed through to local providers through contract and do not fund county positions, nor do they require a match. \$205,836.00. State General Funds. These State General Fund funds will support Community Diversion Panels and other Juvenile Department-based delinquency prevention programming. These funds are passed through to local providers through contract and do not fund county positions, nor do they require a match.
Funding Source	State General Fund and Federal Title XX block grant funds
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	
Contact Person	Rodney Cook, Director CYF
Contract No.	6450

BACKGROUND:

Oregon Youth Development Funds are expected to flow to counties for the 2013-2014 portion of the coming biennium. The Oregon Youth Development Council is still in deliberations as to how funds will be distributed in FY 2014-15. It is anticipated that additional funds will be made available through a competitive process later this year. The Children, Youth & Families Division and the Juvenile Department are working collaboratively to maximize county services to school age children through

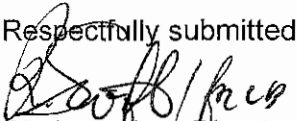
youth 20 years of age through this intergovernmental agreement. Up to \$25,000 the funds is allowed for administrative processing of the Youth Development Funds. There is no match requirement.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Intergovernmental Agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

**STATE OF OREGON
DEPARTMENT OF EDUCATION
YOUTH DEVELOPMENT DIVISION
2013-2014 COUNTY INTERGOVERNMENTAL AGREEMENT**

This 2013-2014 County Intergovernmental Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its Department of Education, Youth Development Division ("Agency"), and **Clackamas County**, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, section 21, chapter 37, Oregon Laws 2012, as amended by section 23, chapter 37, Oregon Laws 2012 and Section 4 of HB 3231 (2013), authorizes Agency to enter into performance-based intergovernmental agreements with regional and county entities for the provision of youth development programs, services and initiatives to school-age children through youth 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors;

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

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

AGREEMENT

1. **Effective Date and Duration.** Upon signature by all applicable parties, this Agreement shall be effective on the later of July 1, 2013 or (b) when required, the date this Agreement has been approved by the Department of Justice, regardless of the date the Agreement is actually signed by all other parties. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2014**.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits	
Exhibit A	Definitions
Exhibit B	Funding Area Descriptions
Exhibit C	Award
Exhibit D	Special Terms and Conditions
Exhibit E	General Terms and Conditions
Exhibit F	Standard Terms and Conditions
Exhibit G	Required Federal Terms and Conditions

Exhibit H Juvenile Crime Prevention
 Exhibit I Community Schools
 Exhibit J Casey Partnership

County, by execution of this Agreement, hereby acknowledges County has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF EDUCATION,

By:

Name: Lillie Gray, DPO, CPPB, OBPC
 Title: Director of Procurement Services
 Date: _____

**CLACKAMAS COUNTY
 ACTING BY AND THROUGH ITS
 BOARD OF COUNTY COMMISSIONERS**

By:	
Name:	
Title:	
Date:	

STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE

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EXHIBIT A DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Activity” or “Service”** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **“Agency”** has the meaning set forth in the first paragraph of this Agreement.
4. **“Allowable Costs”** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
5. **“Claim”** has the meaning set forth in Section 4 of Exhibit F.
6. **“Agreement”** means this 2013-2014 County Intergovernmental Agreement.
7. **“County”** has the meaning set forth in the first paragraph of this Agreement
8. **“Federal Funds”** means all funds paid to County under this Agreement that Agency receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Funding Area”** means any one of the areas enumerated and further described in Exhibit B.
10. **“Funding Area Description”** means the description of a Funding Area set forth on Exhibit B.
11. **“Misexpenditure”** has the meaning set forth in Section 1 of Exhibit E.
12. **“Plan”** means the County’s most recently adopted Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference.
13. **“Provider”** has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
14. **“Underexpenditure”** has the meaning set forth in section 1 of Exhibit E.

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**EXHIBIT B
FUNDING AREA DESCRIPTIONS**

1. **Youth Investment.** Youth Investment activities are described in OAR 423-008-0005.
2. **Juvenile Crime Prevention (JCP).** JCP services are described in Exhibit H.
3. **Community Schools.** Community Schools activities are training and technical assistance to promote the development and implementation of a network of community schools, as further described in Exhibit I.
4. **Casey Partnership.** Casey Partnership activities are activities to safely and equitably reduce the number of children in foster care, as further described in Exhibit J

[The balance of this page is intentionally left blank.]

**EXHIBIT C
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Youth Investment		\$306,175.00	93.667
2. JCP Prevention	\$205,836.00		
3. Community Schools			
4. Casey Partnership			93.658

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.658 specifies Title IV-E Foster Care.

[The balance of this page is intentionally left blank.]

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in OAR 423-009-0020 and 423-009-0010 and, with respect to Activities within a specific Funding Area, the limitations set forth in 423-009-0005 and 423-008-0005. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with OAR 423-009-0010, County may retain and expend in accordance with 423-009-0010, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 90 days after the termination of this Agreement shall be deemed Underexpenditure subject to recovery under Section 1 of Exhibit E.
3. **Reporting.** In accordance with OAR 423-009-0010, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time..

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**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

1. Disbursement, Use and Recovery of Award.

a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with OAR 423-009-0010 on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.

b. Conditions Precedent to Disbursement. Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- (ii) No default as described in Section 8 of this Exhibit has occurred.
- (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.

c. Recovery of Award.

- (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
- (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
 - (A) Made pursuant to Oregon Administrative Rules;
 - (B) Made with Agency's written discretion or approval; or
 - (C) Consistent with the local plans submitted by County and approved by the Agency.
- (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c(i)(d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of an Underexpenditure or a Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 90 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:
 - (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or
 - (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or

- (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c(iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c(ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

(a) Appeal from Agency-Identified Underexpenditure or Misexpenditure.

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (b) Appeal from Federal-Identified Misexpenditures.** In the event that the notice of Misexpenditure is based on a federal determination of an improper use of federal funds or a federal notice of disallowance and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use or notice of disallowance, then County may request that Agency appeal the

determination of improper use or notice of disallowance in accordance with the process established or adopted by the federal agency. If County so requests that Agency appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of the County, be retained by the County or returned to Agency pending the final federal decision resulting from the initial appeal. County and Agency shall cooperate with each other in pursuing the appeal. Agency shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. In the event that the Grant Appeals Board or its equivalent denies the appeal Agency may, in its sole discretion, either pursue further appeals in cooperation with County, or notify County that it will recover the Misexpenditure from future payments pursuant to Section 1.c(iv) below. County may choose to pursue any further appeals that might be available to it, and Agency will participate to the extent it determines, at its sole discretion, that its further participation is reasonable and practical. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to Agency the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to Agency or directing Agency to withhold future payments pursuant to Section 1.c.(iv) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to Agency the interest, if any, charged by the federal government on such amount.

- (iv) Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts

currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

- (a)** Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (b)** If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (c)** Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.
- (d)** Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.
- (e)** Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

(vi) Modification of Award. In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 90 calendar days of the noticed modification.

2. County Representations. County represents to Agency as follows:

- a. 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.
- b. Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate

any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- c. **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.
- d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. Agency Representations. Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency 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 Agency of this Agreement, other than approval by the Department of Justice if required by law.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
- b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
- c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.

5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with OAR 423-009-0010.

6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and

other performance goals are being achieved. County shall ensure and require by contract that Providers which expend \$500,000 or more in federal funding during the fiscal year relevant to this Agreement have a single, comprehensive and independent audit with respect to such funds for that fiscal year. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 120 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. Records Maintenance, Access and Confidentiality.

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.
- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.
- d. **Confidentiality of Client Information.**
 - (i) All information as to personal facts and circumstances obtained by the Contractor 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, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

(ii). The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.

(iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

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, including but not limited to, County's failure to comply with the Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

- a. Agency 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 Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:

- (i) At its sole discretion upon 60 days advance written notice to Agency, or
- (ii) Upon 30 days advance written notice to Agency, if Agency 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
- (iii) Upon 45 days advance notice to Agency, 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 reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, 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. Agency Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

- (i) Upon 60 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 45 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 45 days from the date the action is taken.
- (iii) immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the

Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.

- (iv) Upon 30 days advance written notice to 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 Agency may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity and or deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County

under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- d. **Survival.** Termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. Modification of Award. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement.

14. Resolution of Disputes over Additional Financial Assistance Claimed by County. If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than

the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.

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

EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. 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 Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Business Services Office at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Board of County Commissioners Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: Department of Education, Youth Development Division
Iris Bell, Director
775 Court ST NE
Salem, OR 97301
Voice: 503-373-1283
Facsimile: 503-378-6250

Notices to County: Rod Cook, Director
Children, Youth and Families
2051 Kaen Road
Oregon City, OR 97045
Email: rodcoo@co.clackamas.or.us
Phone: 503-655-5677

2. 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.

3. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

4. 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 in the State of Oregon of proper jurisdiction. THE PARTIES BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other 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.

5. Compliance with Law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 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 conduct of Activities. 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 Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

6. Assignment of Agreement, Successors in Interest.

- a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency 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.

7. No Third Party Beneficiaries. Agency 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 Agency to assist and enable Agency 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.

8. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver

by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

9. Amendment. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

10. 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.

11. Construction. This Agreement is the product of negotiations between representatives of Agency and representatives of County. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

12. 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.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO SECTION 12 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the activities or services under this Agreement. With respect to that portion of the intellectual property that the county owns, County grants the Agency 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 use, reproduce, distribute, perform, and display works subject those intellectual property rights, and create derivative works thereof, (ii) authorize third parties to exercise the rights set forth in Section 14.a.(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 14.a.(i).
- b. If state or federal law requires that the Agency or County grant to the United States a license to any intellectual property, or if state or federal law requires that the Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or the Agency. To the extent that the Agency becomes the owner of any intellectual property created or delivered by County in connection with the services or activities under this Agreement, the Agency 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, reproduce, distribute, perform, and display works subject to those intellectual property rights, and create derivative works thereof.
- c. County shall include in its Provider Agreements terms and conditions necessary to require that Providers execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

15. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. 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.

16. Time is of the Essence. The parties agree that time is of the essence under this Agreement.

EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements to comply with applicable federal law otherwise in this Agreement, including but not limited to Section 5 of Exhibit F, County shall comply with and shall require all Providers by contract to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. County shall comply and require all Providers by contract to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers by contract to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Titles 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) Executive Order 11246, as amended, (d) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (f) the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L.109-282), provisions of which include but may not be limited to a requirement for County and/or Providers to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to conduct Activities in violation of 42 USC 14402.

2. Title XX Block Grant Funds. When utilizing Title XX block grant funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title XX block grant funds in 42 USC 1397 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 96, and the limitations on the uses of Title XX grants in 42 USC 1397d.

3. Title IV-B2 Family Support Services Funds. When utilizing federal Title IV-B2 Family Support Services funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

4. Cost Principles. With respect to federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 3 above, County shall comply and require all Providers by contract to comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 3 above are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If applicable, County shall comply and shall require all Providers by

contract to comply, with the audit requirements and responsibilities set forth in OMB Circular A-133.

5. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Agency of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶14.c.

6. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), 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 the Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. OMB Circular A-102, ¶14.i.

7. Energy Efficiency. County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

8. Truth in Lobbying. 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 any agency, a Member of Congress, an officer or employee of Congress, or any 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Providers, subrecipients and subcontractors shall certify and disclose accordingly.

d. The County is solely responsible for all liability arising from a failure by the County to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Agency for any damages suffered by the Agency as a result of the County's failure to comply with the terms of this certification to the extent permitted by law.

This certification is a material representation of facts 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, 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.

9. HIPAA Compliance. If the Activities and or Services funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a "covered entity" under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

b. Data Transactions Systems. Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

c. Consultation. If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

10. Resource Conservation and Recovery. County shall comply and require all Providers by contract to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

11. Debarment and Suspension. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority

other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

12. ADA. County shall comply and require all Providers by contract to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities.

13. Pro-Children Act. County shall comply and require all Providers by contract to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

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**EXHIBIT H
JUVENILE CRIME PREVENTION**

1. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit H:

1. **"Client"** means any individual who receives a Service.
2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
3. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
5. **"JCP Basic Services"** or **"Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
7. **"YDC"** means the Youth Development Council
8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
9. **"Juvenile Crime Prevention Services"** or **"JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.
10. **"OYA"** means the Oregon Youth Authority.
11. **"Plan"** means the County's Local Coordinated Comprehensive Plan approved by YDC, the provisions of which are incorporated herein by this reference.
12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements, means any JCP Service or group of related services delivered as part of Plan implementation.
13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:

- a. Anti-social behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association; and

who are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.

II. GENERAL TERMS AND CONDITIONS. In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. Conditions Precedent to Disbursement. Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.
- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit H to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 60 days after the termination of this Agreement.

2. Expenditure/Obligation of Award. County may expend the JCP Funds provided to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers, and subcontractors. This applies to all JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency.
- b. County may expend JCP Funds solely on JCP Services, unless a waiver has been approved by Agency.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its Juvenile Department for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

3. Reports. County shall submit to Agency, on forms designated by Agency, the following written reports:

- a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.
- b. During the term of this Agreement, a quarterly written detail expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
- c. No later than 60 days after the termination of this Agreement, a written detail expenditure report on the County's expenditure of JCP Funds during the 2013-2014 Fiscal Year

III. REQUIRED FEDERAL TERMS AND CONDITIONS. In addition to the Required Federal Terms and Conditions of Exhibit G, County shall comply and, as indicated, require all Providers by contract to comply with the following federal requirements:

1. Federal Fund Accountability and Transparency Act. County shall require by contract that all Providers receiving federal funding with a total value of \$25,000 or more under this Agreement have a Data Universal Numbering System (DUNS) number and register in the Central Contractor Registration (CCR) system. County may not sub-grant Award funds of \$25,000 or more to a Provider unless the Provider has a DUNS number and is registered in the Central Contractor Registration system.

IV. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.

1. Plan.

a. Plan Implementation.

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.

b. Amendment to Plan.

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and

Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (60) days from the effective date.

2. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. Grievance System. During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardian may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. Outcomes. County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce, use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any Agency right arising out of County's default, as described in Exhibit E.

6. Evidence-Based Programs. County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement.

7. Records Maintenance, Access and Confidentiality. County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

[The balance of this page is intentionally left blank.]

EXHIBIT I COMMUNITY SCHOOLS

The Community Schools Initiative is designed to support academic outcomes by delivering a comprehensive set of school-based (or linked) services and activities that address learning barriers and support student achievement. The current program serves elementary and middle school youth with a focus on students who are at risk of academic failure

Academic support and enrichment activities include homework and individualized instruction, service learning, group/club activities, access to health and social services, adult education, parent engagement, culturally specific services and early childhood to kindergarten transition support.

Site community coordinators oversee extended day programming including recruitment of volunteers and community partners, engaging parents, working with teachers to recruit at risk students, and organizing/scheduling classes and activities.

**EXHIBIT J
CASEY PARTNERSHIP**

Casey Partnership Foster Care Reduction Goals:

1. Safely reduce children in foster care.
2. Increase relative placements.
3. Reduce children entering care.
4. Increase foster care exits.
5. Reduce the disproportionality index for Native and African American children.
6. Maintain or reduce child abuse/neglect (CAN) recurrence rate

COPY

Cindy Becker
 Director

7

September 26, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #03 of the agreement with
Daniel & Yeager, Inc. for locum tenens staffing

Purpose/Outcomes	Provide locum tenens staffing for Health Centers clinics
Dollar Amount and Fiscal Impact	Amendment #03 increases the contract by \$75,000. Bringing the maximum contract value to \$ \$225,000.00
Funding Source	253-3510-08500-431545 - Primary Care Clinics
Safety Impact	None
Duration	Effective upon signature and terminates on February 17, 2014
Previous Board Action	The original contract and amendments #01 and #02 did not require Board action.
Contact Person	Janelle McLeod, Health Clinic Manager – 503-722-6577
Contract No.	CH-72-11/12

BACKGROUND:

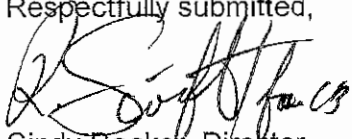
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department (H3S) utilizes staffing agencies specializing in the medical field to obtain providers for temporary assignment when needed.

Amendment #03 adds \$75,000 to cover the cost of current locum tenens coverage being provided at the Beavercreek Health Center.

This amendment is effective upon signature and continues through February 17, 2014. This contract has been reviewed by County Counsel on September 16, 2013.

RECOMMENDATION:

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

Respectfully submitted,

 Cindy Becker, Director

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

DHS Contract Number CH- 72-11/12 Board Agenda Number _____

and Date _____

Division Community Health Amendment No. 3

Contractor Daniel & Yeager Locum Tenens

Amendment Requested By David Edwards, Director, Federally Qualified Health Clinics

Changes: Scope of Services Contract Budget
 Contract Time Other Add Vendor Terms and Conditions

Justification for Amendment:

This contract for staffing services is being amended to add \$75,000.00 to cover locum tenens coverage through September 30, 2013, bringing the maximum value to 225,000.00. This Amendment is effective upon signature.

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:

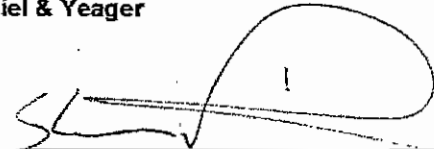
3. Dates of Service, Rates and Specialties: Dates for provision of the Services, rates for the Services and Specialties provided shall be as set forth in one or more separate addendum(s) attached to this Agreement as mutually agreed upon by the parties from time to time. ***The total payment to CONTRACTOR shall not exceed \$150,000.00.***

TO READ:

3. Dates of Service, Rates and Specialties: Dates for provision of the Services, rates for the Services and Specialties provided shall be as set forth in one or more separate addendum(s) attached to this Agreement as mutually agreed upon by the parties from time to time. ***The total payment to CONTRACTOR shall not exceed \$225,000.00.***

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

Daniel & Yeager

By: 
Shawn Riley, Account Executive

CLACKAMAS COUNTY

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

9/17/13
Date
6767 Old Madison Pike Street, Suite 690
Street Address
Huntsville, AL 35806
City/State/Zip
800-955-1919 ext. 5311/
Phone / Fax

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Date

September 26, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a new revenue 340B Third Party Administrator Services Agreement with
NEC Networks, LLC, d/b/a CaptureRx
for 340B Discount Drug Program administrative services

Purpose/Outcomes	Administer and Manage the 340B Discount Drug Program
Dollar Amount and Fiscal Impact	This is a revenue contract. No contract maximum.
Funding Source	253-3010-08002-341084 -- Fiscal Services
Safety Impact	None
Duration	Effective October 01, 2013 Contractor will begin acting on County's behalf to engage pharmacies and set up their registration for participation in the program. Financial considerations become effective January 1, 2014 and will terminate on December 31, 2017.
Previous Board Action	New contract – No previous Board action.
Contact Person	Diana Fielitz, Health Centers Controller, 503-742-5371
Contract No.	6422

BACKGROUND:

The U.S. Congress authorized the 340B Drug Discount Program in 1992 as part of the Veterans Health Care Act. It was designed as a way to help reduce medication costs for needy people. The program works by reducing prescription and prescribed over-the-counter drug costs for low income and under-insured Medicare and Medicaid recipients. Through the 340B Drug Discount Program pharmaceutical manufacturers offer discounted prices to government-supported facilities such as community health centers.

Through this agreement, NEC Networks, LLC, d/b/a CaptureRx, Inc. will set up a 340B Access Program that allows eligible County consumers and patients to take advantage of lower costs for prescription drugs. Administration services provided will include education and training management, relationship management, prescription benefit management, dispensing management, financial management, reporting management, government and manufacturer audit management, and inventory management for the program.

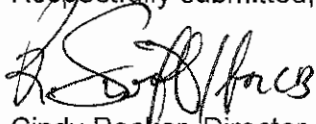
Effective October 01, 2013 Contractor will begin acting on County's behalf to engage pharmacies and set up their registration for participation in the program. Financial considerations become effective January 1, 2014 and will terminate on December 31, 2017. This agreement shall have an Initial Term of three (3) years. After the Initial Term, this agreement shall automatically renew for successive one (1) year terms, each a "Renewal Term".

This agreement will have no maximum value and costs are limited to replenishment of medication supplies which will be funded by grant funds and patient fees. This agreement has been reviewed by County Counsel on September 11, 2013.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

CaptureRx 340B THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT

THIS 340B THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT, hereinafter referred to as the "AGREEMENT", is entered into on 8/20/2013 and shall be effective 1/1/2013 (the "Effective Date"), between NEC Networks LLC, d/b/a CaptureRx, a Texas Limited Liability Company, located at 10100 Reunion Place, Suite 700, San Antonio, TX 78216, hereinafter referred to as "CaptureRx", and Clackamas County Community Health Centers, located at 2051 Kaen Rd. Oregon City, OR 97045, hereinafter referred to as the "COVERED ENTITY".

WHEREAS, the COVERED ENTITY is a Federally Qualified Health Center and eligible to purchase outpatient prescription drugs for their qualified patients or consumers (ELIGIBLE PATIENTS/MEMBERS) at favorable discounts from drug manufacturers who enter into pharmaceutical purchasing agreements with the United States Department of Health and Human Services ("DHHS") as defined by the 1992 Veteran's Health Care Act created Section 340B of the Public Health Services Act, and

WHEREAS, the COVERED ENTITY desires to enter into a "ship to/bill to" arrangement(s) between a PHARMACY(s), which will dispense 340B Drugs on behalf of designated COVERED ENTITY locations to ELIGIBLE PATIENTS/MEMBERS, charge and collect for such drugs all on COVERED ENTITY's behalf, receive drug shipments from COVERED ENTITY or its agents for REPLENISHMENT inventory of PHARMACY, in compliance with applicable laws and regulations.

WHEREAS, CaptureRx a third party administrator is engaged by the COVERED ENTITY to coordinate, manage, and facilitate contracts between 340B COVERED ENTITIES and PHARMACY(s), and provide other related pharmacy services as set forth in this agreement, and

WHEREAS, CaptureRx is qualified to perform the matters referred to hereunder and is willing to do so upon and subject to the terms and conditions hereof

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, COVERED ENTITY and CaptureRx hereby agree as follows:

ARTICLE I DEFINITIONS

340B DRUG PRICE

The term "340B DRUG PRICE" refers to the price charged by manufacturers to COVERED ENTITIES participating in the 340B drug pricing program for COVERED ENTITY DRUGS dispensed to eligible patients of the COVERED ENTITY.

CO-PAYMENTS

"CO-PAYMENT" means such amounts required to be collected by PHARMACY(s) from ELIGIBLE PATIENTS/MEMBERS, pursuant to the policies of the COVERED ENTITY. CO-PAYMENTS may include a

zero (0) CO-PAYMENT, partial CO-PAYMENT, or a one hundred (100%) CO-PAYMENT whereas the patient pays the entire prescription fee as can be applied when the CaptureRx FDDC(cash card) is utilized.

COVERED ENTITIES

"COVERED ENTITIES" refers to those entities that are eligible to purchase drugs at the PHS 340B DRUG PRICE defined in the 1992 Veteran's Health Care Act, Section 340B of the Public Health Services Act.

COVERED DRUGS

"COVERED DRUGS" refers to those outpatient prescription drugs purchased at 340B prices and dispensed to ELIGIBLE PATIENTS of the COVERED ENTITY. ALL COVERED OUTPATIENT DRUGS are also subject to the limiting definition of "covered outpatient drug" set forth in Section 1927K of the Social Security Act, which is incorporated as the applicable definition for the section of the 1992 Veterans Affairs Act that created Section 340B of the Public Health Services Act.

DISBURSEMENTS

"DISBURSEMENTS" refer to payments made by CaptureRx to COVERED ENTITY. These disbursement payments consist of CO-PAYMENTS and THIRD PARTY PAYMENTS collected from PHARMACY(s). A negative DISBURSEMENT would occur when payments must be made to CaptureRx to cover PHARMACY(s) and CaptureRx fees.

DISPENSE FEE PAYMENTS

The term "DISPENSE FEE" means that amount established by agreement between COVERED ENTITY and CaptureRx on date of execution hereof, and modified thereafter by agreement between CaptureRx and COVERED ENTITY, as the standard Participating Pharmacy fee for filling a single prescription.

ELIGIBLE PATIENTS/MEMBERS

"ELIGIBLE PATIENTS/MEMBERS" shall refer to those individuals who are patients of the COVERED ENTITY and who meet the patient definition criteria as set forth in the guidance issues by the Health Resources and Service Administration ("HRSA") at 61 Fed. Register 55156, as may be amended from time to time.

PAYMENT BATCH and PAYMENT BATCH PERIOD

The term "PAYMENT BATCH" and "PAYMENT BATCH PERIOD" refers to the CLAIMS and the time in which CLAIMS are compiled by CaptureRx. A PAYMENT BATCH is compiled no greater than seventy-two (72) business hours after the close of a "PAYMENT BATCH PERIOD" which includes CLAIMS for half of the month's days.

PROCESSED CLAIMS OR CLAIM FORMS

"CLAIMS" or "CLAIM FORMS" shall refer to the procedure for transmitting information to CaptureRx and its claims processor via on-line point-of-sale ("POS"), Universal Claim Form ("UCF"), magnetic tape, or

diskette by the PHARMACY(s), and the content thereof, indicating among other things that a prescription has been submitted for payment.

REPLENISHMENT

“REPLENISHMENT” refers to the process of purchasing drugs by which CaptureRx orders drugs on the COVERED ENTITY’s BEHALF, from the COVERED ENTITY’s drug wholesaler at 340B DRUG PRICES to replace the PHARMACY’s own drug inventory used to fill the COVERED ENTITY’s prescription request for ELIGIBLE PATIENTS.

EARLY TERMINATION FEE

“EARLY TERMINATION FEE” means the amount set forth in the Administrative Fee Schedule.

THIRD PARTY CLAIMS and PAYMENTS

The term “THIRD PARTY CLAIMS” and “THIRD PARTY PAYMENTS” refers to prescriptions of COVERED DRUGS submitted by PHARMACY(s) for COVERED ENTITY’s ELIGIBLE PATIENTS/MEMBERS to payers other than COVERED ENTITY and State Medicaid, and payments received by the PHARMACY(s) from these payers.

ADMINISTRATIVE FEES

Administrative fees refers to the fees paid to CaptureRx for all eligible 340B for all those transactions that successfully meet all edits applied to deem the Rx 340B eligible. See attached FEE SCHEDULE as part of this agreement.

**ARTICLE II
DUTIES TO BE PERFORMED BY COVERED ENTITY**

During the term of this Agreement, the COVERED ENTITY shall:

A. ELIGIBILITY AND ADJUDICATION - COVERED ENTITY, by execution of this Agreement, has designated CaptureRx as its pharmacy benefits manager to approve COVERED DRUGS dispensed by PHARMACY for COVERED ENTITY ELIGIBLE PATIENTS/MEMBERS. Notwithstanding the foregoing, COVERED ENTITY agrees to comply with applicable federal and state laws and regulations, and COVERED ENTITY acknowledges that it is ultimately responsible for avoiding diversion of and any duplicate discounts for COVERED DRUGS.

B. INVENTORY MANAGEMENT AND TRACKING - The parties to this Agreement understand that, pursuant to Section 340B, COVERED ENTITY is liable to the drug manufacturers of the COVERED DRUGS in the amount equal to the reduction in the price of the COVERED DRUGS in the event that the COVERED

DRUG is sold or otherwise transferred to a non-COVERED ENTITY ELIGIBLE MEMBER/PATIENT. CaptureRx on behalf of COVERED ENTITY shall establish and maintain a tracking system, as reflected in Article III of this AGREEMENT.

C. REPLENISHMENT OF PHARMACY DRUG STOCK - COVERED ENTITY shall purchase drug stock to replenish COVERED DRUGS dispensed by PHARMACY for ELIGIBLE PATIENTS/MEMBERS and approved by CaptureRx. As noted above, CaptureRx will monitor the sale of COVERED DRUGS to ELIGIBLE PATIENTS/MEMBERS and as soon as 100% of the bottle size is dispensed, CaptureRx will generate a "Bill to Ship to" order (billed to the COVERED ENTITY and shipped to the PHARMACY. REPLENISHMENT of the PHARMACY's own inventory shall be by NDC# and quantity used. REPLENISHMENT begins after the total quantity unit(s) of a bottle, package or vial has been filled by PHARMACY for COVERED ENTITY ELIGIBLE PATIENTS/MEMBERS and approved by CaptureRx. Delivery shall be provided by a drug wholesaler designated and contracted by COVERED ENTITY and approved by PHARMACY. All payments of drug wholesaler invoices are the sole responsibility of the COVERED ENTITY.

D. PATIENT/EMPLOYEE & PRESCRIBER FILES - Each COVERED ENTITY is wholly responsible for any costs, charges and fees that may be created by either internal COVERED ENTITY departments or third party software or consulting providers in gathering, programming, developing, and submitting required information below. The frequency of files to be submitted shall be minimally monthly, but can be sent daily or weekly.

E. DATA PROGRAM INCLUSIONS -

1. ELIGIBLE PATIENTS

Each COVERED ENTITY shall submit to CaptureRx in the required CaptureRx electronic format, this minimum ELIGIBLE PATIENT information. Additional information may be required based on COVERED ENTITY's Program Criteria:

- Patient First Name
- Patient Last Name
- Patient Date of Birth
- Patient Gender
- Patient Medical Record Code
- Covered Entity Name
- Facility /Department Code
- Last Visit Date
- Client Code (Provided By CaptureRx)

2. ELIGIBLE PRESCRIBERS

Each COVERED ENTITY shall submit to CaptureRx in the required CaptureRx electronic format, this minimum ELIGIBLE PRESCRIBER information. Additional information may be required based on COVERED ENTITY's Program Criteria:

- Prescriber First Name
- Prescriber Last Name
- Prescriber DEA#
- Prescriber NPI#
- Prescriber Effective Date
- Prescriber End Date

3. EMPLOYEE MEMBER(s)(IF APPLICABLE).

Each COVERED ENTITY shall submit to CaptureRx in the required CaptureRx electronic format, this minimum ELIGIBLE EMPLOYEE MEMBER information. Additional information may be required based on COVERED ENTITY's Program Criteria:

- Employee First Name
- Employee Last Name
- Employee Date of Birth
- Employee Gender
- Covered Entity Name
- Facility /Dept. Code
- Client Code (Provided By CaptureRx)

F. EVIDENCE OF COVERAGE - Prior to the Effective Date hereof, the COVERED ENTITY will deliver to CaptureRx a detailed summary of the program's criteria (CLIENT BUSINESS RULES DOCUMENT) which applies to each ELIGIBLE MEMBER group. Such criteria shall contain all elements required by CaptureRx to verify and price the claims as submitted by PHARMACY(s), identify COVERED DRUGS and to prepare various reports as described herein. These criteria shall include but not be limited to: Prescriber Panel, Formulary, Facility and or Outpatient Codes.

G. PHARMACY CONTRACT WITH COVERED ENTITY - The COVERED ENTITY shall contract with a PHARMACY(s) to dispense COVERED DRUGS to ELIGIBLE PATIENTS/MEMBERS for designated COVERED ENTITY location, and submit with the contracted PHARMACY(s) the Self Certification Form to and be certified by the Office of Pharmacy Affairs of the U.S. Department of Health and Human Services.

H. PHARMACY(S) CONTRACT AND CLAIM SUBMISSION - The COVERED ENTITY shall require the PHARMACY(s) to contract with CaptureRx and the "CaptureRx 340BNet Pharmacy Network Agreement" in order to process and adjudicate COVERED ENTITY's claims of ELIGIBLE PATIENTS/MEMBERS.

I. **TRANSACTION CHARGES** - The COVERED ENTITY acknowledges that PHARMACY(s) is/are responsible for any applicable transaction charges associated with the submission of COVERED DRUGS Claims to CaptureRx or its agents.

J. **340B WHOLESALE DATA AND SUBMISSION** – The COVERED ENTITY shall direct their chosen drug wholesaler to provide to CaptureRx ANSI 832, 850, 855 and any other data feed necessary to perform services.

K. **SWITCH COMPANY CLAIMS CAPTURE OF THIRD PARTY CLAIMS** – The COVERED ENTITY, shall instruct PHARMACY(s) to allow claims capture of any THIRD PARTY CLAIMS of COVERED DRUGS of ELIGIBLE PATIENTS/MEMBERS dispensed at PHARMACY(s) as defined in the Administrative Fee Schedule which is a part of this Agreement. CaptureRx will obtain a Data Rights Agreement signed by the pharmacy which permits CaptureRx to obtain claims data from the specified ADJUDICATION NETWORK utilized by the pharmacy to process third party claims. This process shall have no effect on the PHARMACY processing of CLAIMS and/or shall not result in additional transaction charges to the PHARMACY.

L. **PAYMENTS DUE CAPTURERX** - At the time CaptureRx creates a PAYMENT BATCH, should payments due PHARMACY(s) and CaptureRx be less than or equal to the amount of CO-PAYMENTS and THIRD PARTY PAYMENTS, CaptureRx shall subtract from CO-PAYMENTS and THIRD PARTY PAYMENTS due and disburse any positive balance to the applicable COVERED ENTITY. Should payments due PHARMACY(s) and CaptureRx be greater than the amount of CO-PAYMENTS and THIRD PARTY PAYMENTS, CaptureRx shall reduce future disbursements to COVERED ENTITY to satisfy the amount due PHARMACY(s) and CaptureRx. CaptureRx will provide documentation to COVERED ENTITY with each PAYMENT BATCH created reconciling the amount(s) withheld from disbursements to COVERED ENTITY.

M. **NOTIFICATION OF CHANGE IN PLAN OR STATUS** - The COVERED ENTITY shall have the obligation to notify CaptureRx in that event that its 340B eligibility status may be changing. Additionally, COVERED ENTITY will notify CaptureRx at least sixty (60) calendar days prior to any change to its plan benefit design that relate to the provision of 340B Drugs pursuant to this AGREEMENT.

N. **PATIENT CHOICE** - The COVERED ENTITY understands and agrees that COVERED ENTITY ELIGIBLE PATIENTS/MEMBERS may elect not to use one of the CONTRACTED 340B PHARMACIES for pharmacy services. In the event that a COVERED ENTITY ELIGIBLE PATIENT/MEMBER elects not to use the CONTRACTED PHARMACY(s) for such services, the PATIENT/MEMBER may obtain a prescription from the pharmacy of his or her choice. However, COVERED ENTITY will inform ELIGIBLE PATIENTS/MEMBERS that they may be eligible for a discount on prescription drugs ordered by the COVERED ENTITY other than fee for service Medicaid prescriptions, and advise them that such a discount has been agreed upon only at the COVERED ENTITY CONTRACTED PHARMACY(s).

O. OFFICE OF PHARMACY AFFAIRS (OPA) SELF CERTIFICATION FORM COMPLETION AND REGISTRATION - The COVERED ENTITY in conjunction with the PHARMACY(s) and CaptureRx shall submit to the Office of Pharmacy Affairs, the "OPA Self Certification Form" after the PHARMACY and COVERED ENTITY sign the PHARMACY SERVICES AGREEMENT.

P. HIPAA BUSINESS ASSOCIATES AGREEMENT - The COVERED ENTITY shall provide CaptureRx with a Business Associates Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, 45 CFR 160.103.

ARTICLE III DUTIES TO BE PERFORMED BY CAPTURERX

During the term of this Agreement, CaptureRx shall:

A. PROVISION OF SERVICES TO COVERED ENTITY - CaptureRx shall provide each COVERED ENTITY the following services: management of COVERED ENTITY's PATIENT/MEMBER ELIGIBILITY and claims adjudication for COVERED DRUGS at PHARMACY(s), formulary management and creation, 340B drug price management, collection of CO-PAYMENTS and THIRD PARTY PAYMENTS for DISBURSEMENT to COVERED ENTITY, PAYMENTS of PHARMACY(s) DISPENSE FEES and CaptureRx ADMINISTRATION FEES, 340B drug inventory control and ordering for REPLENISHMNET of PHARMACY(s) inventory, standard reports, Explanation of Benefits (EOBs") and reports sent to PHARMACY(s) which detail payment of each Claim, and other services as outlined in the Administrative Fee Schedule which is part of this Agreement.

These services shall be provided at the agreed upon rate as is listed in Administrative Fee Schedule. Any additional services not listed under this Section A that are requested by COVERED ENTITY and provided by CaptureRx to COVERED ENTITY shall be provided at the additional charges as shown in Administrative Fee Schedule, which is part of this Agreement.

B. CLAIMS PROCESSING - CaptureRx shall process PHARMACY(s) Claims received from PHARMACY(s), determine whether such claims qualify as a COVERED DRUG for REPLENISHMENT of PHARMACY own drug stock, and any other reimbursement in accordance with the terms of each COVERED ENTITY, and shall determine the payment applicable to them. CaptureRx agrees to process Claims within NCPDP (National Council of Prescription Drug Programs) prevailing standards.

C. CLAIMS CAPTURE OF THIRD PARTY CLAIMS - CaptureRx shall contract with a switch company to capture for each COVERED ENTITY any THIRD PARTY CLAIMS submitted by PHARMACY(s) and THIRD

PARTY PAYMENTS made to PHARMACY(s) for COVERED DRUGS of ELIGIBLE MEMBER(s) as defined in the Administrative Fee Schedule, which is part of this Agreement.

D. COLLECTION OF THIRD PARTY PAYMENTS AND ELIGIBLE MEMBER CO-PAYMENTS TO PHARMACY(S) - CaptureRx shall collect from PHARMACY(s) the amount of any applicable CO-PAYMENT for COVERED DRUGS dispensed up to the close of each PAYMENT BATCH. Additionally, CaptureRx shall collect any THIRD PARTY PAYMENTS to PHARMACY for COVERED DRUGS dispensed up to the close of each PAYMENT BATCH. Such collection shall commence after each PAYMENT BATCH is created. However, there will be a deferment of collection on each PAYMENT BATCH by 30 days.

E. PHARMACY ACCOUNTS RECEIVABLE RECONCILIATION - Upon notification from the PHARMACY to CaptureRx of any reversed claims, approved claims, and or any adjustments in payment through audit or correction by third party payers and/or patients, that is not adjudicated and processed on-line (POS), CaptureRx must provide a credit to PHARMACY, within 30 days of receipt by PHARMACY's Accounts Receivable Reconciliation Claims, for payment amounts less than the previously collected and adjudicated amounts for COVERED DRUGS and or debit amounts to PHARMACY for payment amounts greater than the previously collected and adjudicated amounts for COVERED DRUGS.

F. DISPENSE FEE PAYMENTS TO PHARMACY(S) - CaptureRx shall pay the CONTRACT PHARMACY(s), on behalf of COVERED ENTITY, such reimbursement as may be agreed upon by COVERED ENTITY and CaptureRx for dispensing of COVERED DRUGS to ELIGIBLE PATIENTS/MEMBERS.

G. INVENTORY REMEDIATION FOR PHARMACY(S) REGARDING SLOW MOVING AND DISCONTINUED DRUGS - CaptureRx will conduct inventory remediation, which will occur monthly, by which the CaptureRx Cumulus system will review any claim quantity balance that has not been replenished by orders greater than 90 days from the date in which the claim has been approved. These drugs will be paid at either the pharmacy's acquisition cost or a pooled acquisition cost for the pills dispensed. The balance of claim quantity will be set to zero and the amount due to the pharmacy credited in the next financial batch cycle by which the amount owed by the pharmacy will be reduced by the amount owed to the pharmacy in remediation.

H. DISBURSEMENTS TO THE COVERED ENTITY - CaptureRx shall make DISBURSEMENTS to COVERED ENTITY after CaptureRx has received CO-PAYMENTS and THIRD PARTY PAYMENTS from PHARMACY(s) from each PAYMENT BATCH. DISBURSEMENTS shall commence no later than seventy-two (72) business hours from the time CO-PAYMENTS and THIRD PARTY PAYMENTS are received from the PHARMACY(s). FILL FEE Payments to PHARMACY(s) and CaptureRx Administrative Fees shall be deducted from DISBURSEMENTS.

I. REPLENISHMENT WHOLESALE DRUG ORDERS - CaptureRx shall submit to COVERED ENTITY's drug wholesaler a purchase order for drugs to replenish PHARMACY(s) own drug inventory used for COVERED DRUGS. Such purchase order will specify drugs by NDC Number (National Drug Code),

quantity, and other required data needed to complete such purchase order. Purchase orders shall be submitted by CaptureRx when 1) a full unit bottle size has been met and 2) when the COVERED ENTITY and PHARMACY have agreed to deliver drug orders to PHARMACY(s).

J. 340B WHOLESALE DRUG DATA AND UPDATES - CaptureRx shall receive from COVERED ENTITY or its drug wholesaler certain electronic files to include ANSI 832, 850, 855 and any other data feed necessary to perform services. These wholesale data files shall be used to update inventory and information, pricing, or order fulfillment. Data received from wholesaler shall be loaded into CaptureRx's systems no later than seventy-two (72) hours from its receipt.

K. CORE REPORTS TO COVERED ENTITY AND PHARMACY(S) - Based upon data submitted to CaptureRx by the COVERED ENTITY, COVERED ENTITY DRUG WHOLESALER AND PHARMACY(S), CaptureRx shall make available through its Cumulus portal a look up of approved 340B claims and those claims not meeting the edits /filters as per the covered entity's business rules, inventory pending balances report, pharmacy replenishment orders report, account ledger report, Explanation of Benefits report and additional reporting and look ups in the reporting system which may be changed and or updated from time to time.

L. SUBSCRIBER INFORMATION - CaptureRx agrees never to use the COVERED ENTITY's Subscriber information, as such, for competitive purposes, nor to provide such information to others for CaptureRx pecuniary gain. This information shall be regarded as confidential and shall not be given to any potential competitor of COVERED ENTITY.

M. CONFIDENTIAL PATIENT/MEMBER INFORMATION - CaptureRx and COVERED ENTITY agree that all ELIGIBLE PATIENT/MEMBER information relating to covered drugs prescribed by a Prescriber, and other records identifying ELIGIBLE PATIENTS/MEMBERS, shall be treated by CaptureRx and COVERED ENTITY as confidential except to the extent that disclosure may be required pursuant to state or federal laws or regulations or as may be permitted by the COVERED ENTITY.

N. PLAN CRITERIA CHANGES - CaptureRx shall have thirty (30) days to implement any changes in any coverage criteria requested by the COVERED ENTITY. The charges, as determined by agreement between CaptureRx and SYSTEM, for the necessary programming to implement any such changes, shall be borne by SYSTEM unless otherwise accepted by CaptureRx.

O. HOURS OF SERVICE - CaptureRx's 800 Help Line shall be available to COVERED ENTITY and all PHARMACY(s) as outlined under the Administrative Fee Schedule. These hours do not include national holidays, and may be altered at any time. It is agreed, however, that COVERED ENTITY and the PHARMACY(s) shall be notified of any changes to schedule of business hours.

- P. **Recoupment of Retroactive Denials** – CaptureRx shall collect from CLINIC any and all recoupments for PHARMACY resulting from an audit or retroactive denial (e.g.: for Medicaid or commercial conflicts). PHARMACY will notify CaptureRx and/or CLINIC regarding any retroactive recoupment to ensure timely payment to the third party payer by CLINIC. Upon receipt of a report from PHARMACY to CaptureRx, identifying any COVERED DRUGS' THIRD PARTY PAYMENTS and COPAYMENTS previously collected by CLINIC that were neither partially nor fully paid nor charged-back against PHARMACY by either third party or ELIGIBLE MEMBER, CaptureRx shall recalculate the claim and credit or debit PHARMACY any difference in payments within thirty (30) days of receipt of report from PHARMACY.

ARTICLE IV RECORDS

- A. **MAINTENANCE OF RECORDS** - CaptureRx shall maintain, in the original form or other media, the Claims received from PHARMACY(s) and adequate records to establish payment to PHARMACY(s). Upon notification to CaptureRx, COVERED ENTITY shall have access to such records during normal business hours.
- B. **OWNERSHIP OF RECORDS** - All information obtained by CaptureRx, claim forms and other records pertaining to the processing of claims through the system shall be the property of CaptureRx. These records shall remain accessible for examination and audit by CaptureRx or the COVERED ENTITY for three (3) years after the date of payment of claims, upon prior notice, at reasonable intervals during the regular business hours of CaptureRx.

ARTICLE V HOLD HARMLESS

- A. **INDEMNITY BY COVERED ENTITY** – The COVERED ENTITY shall indemnify and hold harmless CaptureRx, and its officers, directors, shareholders, employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorney's fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the COVERED ENTITY, or its officers, directors, employees or other agents in connection with the performance of any of their respective obligations under this Agreement.
- B. **INDEMNITY BY CAPTURERX** - CaptureRx shall indemnify and hold harmless the COVERED ENTITY, and its officers, directors, shareholders, employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorney's fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of CaptureRx, or its officers,

directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

CaptureRx and the COVERED ENTITY hereby agree to handle a dispute, claim or grievance between the parties hereto, exclusively in the following manner: Should said direct negotiation, as described elsewhere herein, fail to reach agreement with respect to any dispute, we, the undersigned, as parties to the Agreement, do hereby agree to submit all manner of claims and/or controversies, disputes, differences or demands of any kind whatsoever, relating to or arising out of this Agreement in any way, solely to final and binding arbitration, at the exclusion of any and all other methods of dispute resolution. This provision shall be binding on the parties hereto, their, and any other party who signs this Agreement or any other agreement that incorporates this Agreement by reference. Controversies or claims between CaptureRx and/or the COVERED ENTITY arising out of or relating to the interpretation or application of the Agreement, or breach thereof, must first be addressed and attempt to be resolved by direct negotiation. Should direct negotiation fail to resolve such controversies or claims, the parties to this Agreement shall submit said controversies or claims to binding arbitration. Each party shall choose one arbitrator and both arbitrators shall choose a third neutral arbitrator. The arbitration shall be carried out by the American Arbitration Association in accordance with its then effective rules and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

ARTICLE VII MISCELLANEOUS

A. USE OF CAPTURERX AND AGENT SOFTWARE - The COVERED ENTITY acknowledges that CaptureRx and its agent asserts ownership of the entire software system used by CaptureRx in processing Claims and preparing reports including computer programs, system and program documentation, and other documentation relating thereto, and that such software system is the exclusive and sole property of CaptureRx. The COVERED ENTITY disclaim any rights to the system, reports, procedures or forms developed by CaptureRx.

B. WAIVER - The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach of any term or condition hereof.

C. SEVERABILITY - If any provision of this Agreement shall be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not in any way be affected or impaired thereby.

D. CHOICE OF LAW - This Agreement shall be construed, interpreted and governed according to the laws of the State in which the SYSTEM resides.

E. FORCE MAJEURE - Neither CaptureRx nor the COVERED ENTITY shall be liable for a failure or delay in performance hereunder arising from acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or created thereby, acts of any person engaged in a subversive activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, or freight embargoes unless caused by either party.

F. ENTIRE AGREEMENT - This Agreement and the exhibits identified below contain the entire agreement of the parties hereto and supersede all prior agreements, representations and understandings, whether written or oral, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

G. USE OF NAME - Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established by the COVERED ENTITY, except in the manner and to the extent permitted by prior written consent of the other party.

H. INDEPENDENT CONTRACTORS - The COVERED ENTITY and CaptureRx are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to a COVERED ENTITY Member.

I. CONSENT TO AMEND - This Agreement or any part or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of CaptureRx and the COVERED ENTITY.

J. HEADINGS - The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS - This Agreement will be in compliance with all pertinent federal and state statutes and regulations. If this Agreement, or any part thereof, is found not to be in compliance with any pertinent federal or state statute or regulation, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.

L. PROTECTION OF COVERED ENTITY CONFIDENTIALITY AND PROGRAMS - CaptureRx agrees to ensure the confidentiality of all information obtained from the COVERED ENTITY including but not limited to: financial, utilization, or any other information related to the delivery of health care. Information may be used in a blinded, cumulative manner by CaptureRx for general plan performance comparisons.

ARTICLE VIII CAPTURERX EXCLUSIVITY & CONFIDENTIALITY

A. If the COVERED ENTITY 340B contract pharmacy program expectations related to capture of eligible patient prescriptions for 340B reasonably requires the entity contract with a pharmacy which is out of network with CaptureRx, CaptureRx may in its sole discretion, grant a limited waiver of exclusivity upon the request of COVERED ENTITY. To be effective, any such waiver must be in writing and signed by the President of CaptureRx. This waiver would be executed in the event that a retail pharmacy using its own proprietary software refused a relationship with CaptureRx.

The COVERED ENTITY each agrees to ensure the confidentiality of all information obtained from CaptureRx including but not limited to: systems, processes, procedures, and any other aspect of services and product offered that may be deemed proprietary and confidential by CAPTURERX.

CONFIDENTIALITY MORE SPECIFICALLY INCLUDES 1) THIS AGREEMENT, ALONG WITH ANY AMENDMENTS TO AGREEMENT; 2) THE FEE SCHEDULE RELATED TO THIS AGREEMENT, TO INCLUDE PRICING, METHODS, TERMS; 3) AND THE CAPTURERX™ ON-LINE SYSTEM PROCESSES, METHODOLOGIES, SCREEN VIEWS, REPORTS, RECREATIONS, REPRODUCTIONS OR FACSIMILES OF SCREEN VIEWS AND REPORTS, ACCESS AND OR DEMONSTRATIONS OF CAPTURERX™ ON-LINE SYSTEMS BY NON-COVERED ENTITY DIRECT EMPLOYEES. THE ABOVE FORMENTIONED ARE ALL PROHIBITED UNLESS GRANTED PERMISSION IN WRITING BY CaptureRx. THIS PROHIBITION SHALL SURVIVE AFTER THE EXPIRATION AND OR TERMINATION OF THIS AGREEMENT.

B. CaptureRx and COVERED ENTITY further acknowledge that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to products, inventions, developments, innovations, data, know-how, formulations, uses, research, processes, technology, software, hardware, designs, materials, ideas, plans, trade secrets, customers, proprietary information, and other information relating to the business of the other party, as applicable (collectively, the

“Confidential Information”), which each party desires to protect from unauthorized disclosure or use. The Confidential Information also shall include, without limitation, any information system or computer hardware, software, Internet-enabled systems or other technology used by CaptureRx. Each party hereto agrees not to disclose the Confidential Information of the other party (the “disclosing party”) to any third party without the prior written consent of the disclosing party, except that a party may disclose the disclosing party’s Confidential Information to such party’s directors, officers, managers, attorneys, and such other persons who have a reasonable need to know such Confidential Information. Each party agrees to use at least the same measures (but no less than reasonable care) to protect the disclosing party’s Confidential Information as it takes to protect its own Confidential Information. In addition, each party agrees that it will not, without the prior written consent of the disclosing party, use the disclosing party’s Confidential Information for any purpose other than to fulfill its obligations to the disclosing party under this AGREEMENT. The following information shall not be deemed to be Confidential Information subject to the confidentiality restrictions set forth in this Section:

1. Information which a party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing party or from a third party under an obligation of confidence to the disclosing party;
2. Information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the receiving party;
3. Information which a party is required to disclose in response to a valid court order or otherwise required to be disclosed by law, but only if such party has given the disclosing party prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information; and
4. Information provided by the disclosing party to the other party expressly for public distribution, such as (i) marketing materials, advertising, brochures and similar information and (ii) general promotional information regarding the disclosing party and its business.

ARTICLE IX RESPONSIBILITY OF BENEFIT DESIGN

AT NO TIME SHALL SERVICES OR RECOMMENDATIONS PROVIDED BY CaptureRx UNDER THIS AGREEMENT AS IT RELATES TO THE PUBLIC HEALTH SERVICE 340B DRUG DISCOUNT PROGRAM, WHETHER EXPLICIT OR IMPLIED, SERVE AS A LEGAL OPINION. CAPTURERX IS NOT LIABLE FOR ANY BENEFIT DESIGN THAT FEDERAL OR STATE LAW MAY FIND UNLAWFULL. ALL BENEFIT DESIGNS ARE THE SOLE RESPONSIBILITY OF THE COVERED ENTITY.

**ARTICLE X
TERM AND TERMINATION**

A. TERM - This Agreement shall become effective on the Effective Date indicated on Page 1 of this Agreement for a term of three (3) year and thereafter shall continue in effect for additional one (1) year terms unless terminated on its anniversary date by either party by certified or registered mail at least ninety (90) days prior to such date. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

B. TERMINATION WITH CAUSE -

This Agreement may be terminated:

- 1) At any time by either party for failure to comply with any terms or conditions herein stated or for any other just and sufficient cause provided, however, that sixty (60) days' written notice of such failure shall be given to the offending party and such party shall have the opportunity to cure such noncompliance during such sixty (60) day notice period.
- 2) If COVERED ENETITY loses eligibility for any reason to participate in PHS 340B Program.
- 3) If, from upon the completion of the first Settlement Batch Date, to the end of 90 days , the cumulative sum of Client's Accrued Revenue, as defined by the CaptureRx Dashboard, shall be less than zero. Accrued Revenue is equal to Third Party Payments and Co-payments to Pharmacy on Approved 340B Claims minus (-) 340B Pharmacy Dispense Fees minus (-) 340B Administrative Fees minus (-) 340B Cost of Goods.

C. TERMINATION WITHOUT CAUSE - This Agreement may be terminated by either party without cause upon sixty days written notice. Provided, however, in the event the COVERED ENTITY terminates this Agreement without cause, as a condition precedent to the termination the COVERED ENTITY must pay CaptureRx the Early Termination Fee with its notice of termination.

The provisions of this Agreement shall bind and insure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

D. NOTICE - Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given three (3) days after the date it is deposited in the United States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To: **CaptureRx:**

NEC Networks, LLC d/b/a CaptureRx

Attn: CEO

10100 Reunion Place

Suite 700

San Antonio, Texas 78216

To: **COVERED ENTITY:**

Clackamas County Community Health Centers

Attn: Mr. David Edwards / FQHC Director

2051 Kaen Rd.

Oregon City, OR 97045

SIGNATURE PAGE CAPTURERX 340B SERVICE AGREEMENT

NEC Networks, LLC d/b/a CaptureRx

Clackamas County Community Health Centers

SIGN

DATE

SIGN

DATE

Christopher A Hotchkiss

PRINT (first and last name)

PRINT (First and last name)

CEO

TITLE

TITLE

CaptureRx® Third Party Administrator Services Administrative Fee Schedule Agreement / Addendum

Clackamas County Community Health Centers

1	<p>340B Cash Administrative Fee FDDC™ Cash Claims Approved for COVERED DRUGS (Optional)</p> <p>340B Approved Claim Formula for FDDC™ Claim will be approved for a 340B COVERED DRUG if patient is ELIGIBLE.</p> <p>340B Co-Payment Formula for FDDC™ (340B Cost of COVERED DRUG + FDDC™ FILL FEE + 340B Cash Administrative Fee) *The 340B cost of the COVERED DRUG for FDDC™ is marked-up 10% to offset costs for COVERED ENTITY due to change in cost of goods from the time the claim is approved to the time it may be ordered. Any additional amounts collected go to COVERED ENTITY after the pharmacy fill fee and the administrative fee are paid.</p>	<p>\$4.00 Per Approved Claim (Charged if 340B Approved Claim Formula for Third Party is applied to the PHARMACY)</p> <p>>>>OR</p> <p>\$1.90 Per Captured Claim (Charged if Patient Captured Claims Formula for Third Party is applied to PHARMACY).</p>
2	<p>340B Third Party Administrative Fee Third Party Claims Approved for COVERED DRUGS</p> <p>Third Party Claims are all claims other than 340B FDDC™ Cash Claims.</p> <p>340B Approved Claim Formula for Third Party An Administrative Fee is charged for each approved third party claim that is approved as a 340B COVERED DRUG based on the following business edits established per PHARMACY:</p> <ol style="list-style-type: none"> 1) No drug or class exclusions. Only Controlled Substances II Drugs are permitted to be filtered. 2) Pharmacy third party average Fill Fee shall not exceed \$28.00 3) Claims must meet Financial Filter: (Claim Total Payment > 340B Cost of Goods at approval + Pharmacy Third Party Fill Fee.) <p>>>>OR</p> <p>If any one of the above business edits is NOT followed for a pharmacy, then the Administrative Fee must be based on Patient Captured Claims Formula for the Pharmacy in which it is applied.</p> <p>Patient Captured Claims Formula An Administrative Fee is charged for each patient captured claim identified within CUMULUS™, regardless if it is approved as a 340B claim or not. Patient Captured Claims are those claims that match the patient eligibility file and the prescriber file or qualified referred prescribers of the COVERED ENTITY.</p>	<p>\$6.00 Per Third Party Approved Claim.</p> <p>>>>OR</p> <p>\$1.90 Per Patient Captured Claim.</p>
3	<p>Required Pharmacy Switch Companies PHARMACIES must exclusively contract or re-route 100% of all claims through one of the switch companies that allow for electronic data interface (EDI) connectivity to CaptureRx®.</p> <p>Some Pharmacies may provide claims directly to CaptureRx® through EDI connectivity only at the invitation of CaptureRx®.</p>	<p>So long as Pharmacy Agreements permit with current Switch Company, CaptureRx® reserves the right to change what Switch Company must be used by 340B Contract Pharmacies under this Agreement.</p>
4	<p>Required Drug Wholesale Company COVERED ENTITY must contract exclusively with drug wholesale company for 100% of all 340B COVERED DRUGS that allows for electronic data interface (EDI) connectivity to CaptureRx® for drug order replenishment.</p>	<p>So long as COVERED ENTITY Agreements permit with current drug wholesaler, CaptureRx® reserves the right to change what drug wholesaler COVERED ENTITY must use under this Agreement.</p>
5	<p>PHARMACY FILL FEE FILL FEE will be paid to the PHARMACIES for every approved claim for a 340B COVERED DRUG.</p>	<p>Pharmacy Dispense Fees are negotiated between COVERED ENTITY and Pharmacy and CaptureRx® under separate agreements.</p>

6	Pharmacy Funds Settlement & Collections (Contract Pharmacies Only) CaptureRx® shall make collections and payments semi-monthly on behalf of Entity after each Payment Batch from each pharmacy and remand payments to Entity by electronic funds transfer. If Administrative Fees per Payment Batch do not exceed Administrative Fee Minimum (AFM) per pharmacy, the AFM is charged.	Administrative Fees Minimum (AFM) Per Payment Batch: \$300.00/Pharmacy EXCLUDES ALL RITE AID PHARMACIES.
7	COVERED ENTITY Funds Settlement & Collections CaptureRx® shall make collections and payments semi-monthly on behalf of COVERED ENTITY after each Payment Batch from each pharmacy and remand payments to COVERED ENTITY by electronic funds transfer. If Administrative Fees per Payment Batch do not exceed Administrative Fee Minimum (AFM), the AFM is charged. PAYMENT BATCH FEE collections shall be deferred for 30 days.	Administrative Fees Minimum (AFM) Per Payment Batch: \$1500.00 which will be collected only by any gross amount to COVERED ENTITY, but only on the Payment Batch in which the AFM is charged. Termination Without Cause Fee: The sum of \$10,000.00 , which will be collected only by any gross amount due to COVERED ENTITY.
8	Pharmacy Inventory Remediation CaptureRx® will conduct inventory remediation, which will occur monthly, by which the CaptureRx® CUMULUS™ system will review any claim quantity balance that has not been replenished by orders greater than 90 days from the date in which the claim has been approved.	Inventory Remediation formula Paid to Pharmacies: Pharmacies Retail Acquisition Cost (RAC) if provided, or CaptureRx® Global Acquisition Cost (CRA).
9	340B COVERED ENTITY Drug Wholesale Ordering Orders shall be placed by CaptureRx® for PHARMACY(S) for COVERED DRUGS.	Included
10	PHARMACY Help Desk COVERED ENTITY Customer Service / Training PHARMACY and COVERED ENTITY support services to receive all calls regarding training, claims processing questions and issues, and settlement services.	Included M-F 7:00am-7:00pm CST 24/7 Emergency
11	OnLine Systems CaptureRx® CUMULUS™ Real-time claims capture, compliance auditing, automated ordering, inventory tracking, Account Ledgers, and reporting for both COVERED ENTITY and PHARMACY(S). Any users over the included amount will be assessed a fee each month for both COVERED ENTITY and PHARMACY(S).	Included – 5 COVERED ENTITY Users. Each additional user \$50/month.
12	FDCC™ Federal Drug Discount Card (Optional) Card Stock – Business card-size 2.5" x 3" durable stock, plastic-coated ID card, sequentially numbered. Quantity is 1000 cards and multiples of 1000; ships via 500-count business card boxes.	First 1000 Cards Free \$67.50/ box of 500 count + Shipping, 1000 minimum
	All other services not outlined in this Service Summary will be negotiated Separately between CaptureRx® and COVERED ENTITY	
	This fee schedule applies to all new contract pharmacies; this fee schedule does not apply to active, participating pharmacies.	

NEC Networks, LLC d/b/a CaptureRx®

Clackamas County Community Health Centers

Sign Date

Sign Date

Christopher A. Hotchkiss

Print

Print

CEO

Title

Title

COPY

September 26, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a renewal Revenue Intergovernmental Agreement with
 Clackamas County Community Corrections, to provide
Behavioral Health Services to Community Corrections' Consumers

Purpose/Outcomes	Provide mental health and substance abuse consultation and services to targeted consumers served by Community Corrections' Residential Services.
Dollar Amount and Fiscal Impact	Contract maximum value is \$257,378.25.
Funding Source	253.3610.08631.341880 – Addiction Services to Corrections
Safety Impact	None
Duration	Effective October 01, 2013 and terminates on June 30, 2014
Previous Board Action	The last approved this contract on July 26, 2012 – agenda item 072612-A3
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	6258

BACKGROUND:

Clackamas County Community Corrections purchases Residential Psychiatric Services, and Medication Evaluations from Health Centers Behavioral Health Clinics.

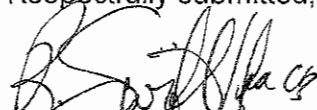
This agreement allows Clackamas County Health Centers Behavioral Health Clinics to provide mental health and substance abuse consultation and services to targeted consumers served by Community Corrections' Residential Services.

This is a renewal agreement. The contract maximum is \$257,378. The agreement is effective October 1, 2013 and expires June 30, 2014.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT
HEALTH CENTERS DIVISION
AND
CLACKAMAS COUNTY
COMMUNITY CORRECTIONS

Contract #6258

I. PURPOSE

This agreement between allows **Clackamas County Community Corrections**, herein referred to as CCCC, and **Clackamas County Health Centers Division**, herein referred to as CCHCD, to work together to provide substance abuse and mental health services to targeted clients within Corrections' Residential Services Division. The parties agree that it is appropriate to develop guidelines for their working relationship and for services to be provided.

II. SCOPE OF WORK AND COOPERATION

A. CCCC will:

1. Prioritize clients to receive service prior to referral. This prioritization will be coordinated through the CCCC liaison staff member who will monitor both the type and the flow of referrals.
2. Provide referral forms on each client to include a signed consent to release information at the same time the referral is made.
3. Provide accessibility of CCCC staff to the designated CCHCD liaison and CCHCD staff providing treatment services.
4. Provide assistance with personnel selection for CCCC/CCHCD services as requested.
5. Provide appropriate clinical office space for individual and group treatment services provided at CCCC facilities.

B. CCHCD will:

1. Provide timely written feedback using standard forms developed mutually by the parties on all CCCC clients involved with CCHCD.
2. Through CCHCD Crisis Program staff, provide crisis consultation to CCCC staff regarding clients at risk of hospitalization due to psychiatric crises. CCCC staff should initiate contact with CCHCD and provide relevant information. During regular office hours (7 am to 7 pm Monday through Friday), services will be accessed by calling 503-722-6200 and requesting the on-call adult crisis staff person. After 7 pm and on weekends and holidays, services will be accessed through the CCHCD crisis line by calling 503-655-8585.
3. Provide counseling to adults with mental or emotional problems through the Adult Outpatient Program (contact 503-655-8401). Clients will be rated as to severity of their problems and their coverage for mental health services and will be seen based on acuity and as resources permit. These referrals to be coordinated through CCHCD staff assigned to the two CCCC divisions.
4. CCHCD will ensure services are provided under the terms of this contract as scheduled except on County holidays or when staff providing services listed in item # 6 below are absent on leaves approved by CCHCD.

5. CCHCD staff stationed off site will be released for monthly Addictions Treatment Program staff meetings on a rotating basis.
6. The following are specific services to be provided:
 - a. **Residential Services – Residential CSAP**

With funds available from CCCC Residential Services, provide agency consultation services and substance abuse group treatment and psych/med reviews. Services will be delivered on site by three Mental Health Specialists (119.2 hours per week).
 - b. **Residential Services – MED**

With funds available from CCCC Residential Services, provide consultation services at Residential Services by a Mental Health Specialist (up to 3 hours per week). Referrals will be scheduled by Residential Services.
 - c. **Residential Services – IDP**

With funds available from Residential Services, provide agency consultation services and substance abuse, outpatient group treatment for 26 adult male and female offenders. Services will be delivered by a Mental Health Specialist (26.5 hours per week).
 - d. **Psychiatric Services/Medication Evaluations**

With funds available from CCCC, needed emergency psychiatric services/medication evaluations falling outside the scope of this contract as defined above will be available at \$140.94 per hour for psychiatrist time or nurse practitioner time. CCCC will access these emergency services via a referral process established jointly by CCHCD and CCCC.
 - e. **Training – CCHCD Required Training**

Annual training provided to retain certifications for the three full-time contracted CCHCD staff. No cost to CCCC.

III. COMPENSATION

- A. CCCC agrees to pay CCHCD an amount not to exceed **\$257,378.25** for the services described in Section II.B. above except for the services described in Sections II.B.6.d. and e. The services described in Section II.B.6.d. shall be billed by CCHCD to CCCC on a fee for service basis outside of and in addition to the **\$257,378.25** contract base. CCCC will pay CCHCD at rates specified in III.B.2. below for all services described in Section II.B.d. not to exceed **\$6,000**. The training described in Section II.B.6.e. is provided at no cost to CCCC.
- B. Periodic payments from CCCC will be made to CCHCD on the basis of requests for payment submitted as follows:
 1. Bill Residential Services equal monthly payments of **\$28,597.58** for each month in which services are provided.
 2. Bill Residential Services and Field Services **\$140.94 per hour** for psychiatrist time or nurse practitioner time **\$104.70 per hour** for Mental Health Specialists (Individual Therapy), and **\$47.73 per hour** for Group Therapy not to exceed **\$6,000** as utilized under Section II.B.6.d. above.
 3. Revenue received through June 30, 2014 from recovered insurance billings will be reimbursed to CCCC.

CCHCD will submit a payment request by the 25th of the month following service. CCHCD line items have been established in the CCCC budget for this purpose.

IV. LIAISON RESPONSIBILITY

CCCC will assign a liaison for the programs. CCHCD will assign a liaison from CCHCD for the program. Clinical supervision will be provided by CCHCD's Alcohol and Drug Program supervisory staff. Questions or concerns shall be resolved between the referring CCCC Residential Services and Field Services staff and the CCHCD therapist, whenever possible. Unresolved issues or concerns shall be referred to the respective liaisons as primary program contacts responsible for implementation of this agreement.

V. REVIEW

The designated liaison will conduct an informal assessment quarterly, or as needed, to determine the level of service delivery. Significant changes in the level of service may be cause for liaison staff to recommend that this agreement be amended as provided for below in Section VII.

VI. CONFIDENTIALITY

CCCC's confidentiality policy No. 214 will be the basis for release of information from CCCC's files; the CCHCD Policy and Procedures on confidentiality of records will be the basis for release of information which is of a confidential nature will be safeguarded and not made available to unauthorized persons, and each party will uphold other contracted agreements concerning confidentiality pursuant to state and federal statutes.

Both CCCC and CCHCD will comply with all applicable provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, and 45 CFR Parts 160-164.


VII. AMENDMENTS

This agreement may be amended at any time with the concurrence of both parties. Amendments are effective only after signature by all persons signing this agreement.

VIII. TERM OF AGREEMENT

- A. This agreement is effective **October 1, 2013** and expires **June 30, 2014**.
- B. This agreement is subject to termination by either party on 30 days' notice to the other.


HEALTH CENTERS DIVISION



David Edwards, Director
9-16-13

Date

COMMUNITY CORRECTIONS DEPARTMENT



Chris Hoy, Director
09/16/13

Date

HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT

Cindy Becker, Director

Date

COPY

September 26, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #02 of the revenue agreement with Oregon Health & Science University for the CaCoon Program

Purpose/Outcomes	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs.
Dollar Amount and Fiscal Impact	Amendment #02 increases the contract by \$62,000. Bringing the maximum contract value to \$183,641.76
Funding Source	252-3230-8200-332586 – Grant funds from OHSU
Safety Impact	None
Duration	Effective October 1, 2013 and terminates on September 30, 2014
Previous Board Action	The original contract was approved by the Board on September 8, 2011 agenda item 0900811-A6. Amendment #01 was approved by the BCC September 27, 2013 agenda item 092712-A6
Contact Person	Dana Lord, Public Health Director – 503-655-8405
Contract No.	1008 - CH-32-11/12

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department (H3S) receives grant funding from Oregon Health & Science University (OHSU), Child Development and Rehabilitation Center for the continuation of the CaCoon program. CaCoon is an abbreviation for Oregon Care Coordination Program.

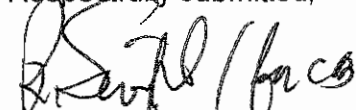
The revenue from this agreement allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

This contract is effective October 01, 2013 and continues through September 30, 2014. This contract has been reviewed by County Counsel on September 16, 2013.

RECOMMENDATION:

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

Respectfully submitted,


 Cindy Becker, Director

Research Subaward Agreement Amendment

Prime Recipient	Subrecipient
Institution/Organization ("Prime Recipient") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Mail Code: L106RGC Portland, OR 97239	Institution/Organization ("Subrecipient") Name: Clackamas County Health Services Address: 2051 Kaen Road Oregon City, OR 97045
Prime Award No. : 4 B04MC06604-01-044	Subaward No. : 4 B04MC06604-01-044
Prime Recipient PI: Marilyn Hartzell	Subrecipient PI: Cathy Perry
Project Dates: 10.01.2013 – 09.30.2014	Amount Funded this Action: \$62,000
Project Title: Maternal and Child Health Services Block Grant	Amendment No. : 2

Amendment(s) to Original Terms and Conditions

Period of Performance: The period of performance of this Agreement is October 1, 2013 through September 30, 2014, as described in the Scope of Work, Attachment A.

Cost and Expenditures Limitations: The University shall reimburse the Subawardee for actual expenses incurred in the performance of this agreement up to \$62,000 as shown in the approved budget, Attachment E.

PHS-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

- a) 42 CFR Part 50. 604 requires that institutions conducting PHS-funded research *"Maintain an up-to-date, written, enforced policy on financial conflicts of interest."* Further, *"If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the Institution (awardee Institution) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the subrecipient will apply to the subrecipient's Investigators."*

Subrecipient will follow the financial conflicts of interest policy of the Prime Recipient Institution.

- b) **Subrecipient shall report any financial conflict of interest to Prime Recipient's Conflict of Interest Representative contact below:**
coir@ohsu.edu

503-494-7887 Option 1

Any financial conflicts of interest identified shall subsequently be reported to NIH. **Such report shall be made before expenditure of funds authorized in this Subrecipient Agreement and within 45 days of any subsequently identified financial conflict of interest.**

All other terms and conditions of this Subaward Agreement remain in full force and effect.

<p>By an Authorized Official of Prime Recipient</p> <p style="text-align: right;">Date: _____</p> <p>Lisa Belair, Signing Official Grants & Contracts Administrator Research Grants & Contracts</p>	<p>By an Authorized Official of Subrecipient</p> <p style="text-align: right;">Date: _____</p> <p>Name: Cindy Becker Title: Director</p>
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Scope of Work

Oregon Care Coordination Program: CaCoon

A. Specifications of the Program

This section provides specifics of the CaCoon Program that define its population, eligibility, program purpose and activities.

The CaCoon program assists children with special health needs by providing care coordination through specially trained Public Health Nurses in local health departments.

The CaCoon Program provides LHDs an opportunity to contract with OCCYSHN to provide CaCoon services with practice and evidence-based program standards; technical and professional supports to achieve CaCoon contract standards with fidelity; and, a State Plan Amendment supported program which allows an additional LHD funding stream through TCM reimbursement

1. The definition of the program population to be served is:

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”

2. CaCoon Program Eligibility

- a. Age Eligibility: The CaCoon program serves children birth through 20 years of age.
- b. Diagnostic/Condition eligibility is outlined in the “B” column of the A and B Code Eligibility List (**See attached**). Public health nurses may use their professional judgment if a child has a chronic health condition or disability that is not specifically identified in the list by assigning risk code “B90-other chronic conditions.”

3. Financial Eligibility

- a. The CaCoon program is open to all children regardless of child or family insurance status or income.

4. CaCoon Program Purpose

- a. Ensure PHN home visiting-based care coordination services are available to qualifying Oregon children with special health care needs and their families.
- b. Provide specialized training, resources and consultation to LHDs and PHNs providing CaCoon care so they will be knowledgeable and confident resources for families and community.

5. CaCoon Program Goals

- a. Identify children and youth birth to 21 with special health needs meeting CaCoon eligibility guidelines who are in need of home-based care coordination.
- b. Provide accurate information for families, providers and other community partners.
- c. Assist families to gain skills needed to become independent as possible in caring for their child(ren).
- d. Promote effective and efficient use of the health care system.
- e. Ensure access to health care and services.
- f. Promote well-being of CYSHN and their families.
- g. Advocate for the child and family with providers and agencies.

B. Responsibilities of all PHNs providing CaCoon services:

1. Practice expectations:

- a. Receive orientation, training and periodic updates to CaCoon.
- b. Conduct accurate assessments of child health and family strengths (refer to the CaCoon Program Manual delivered to your county or contact OCCYSHN).
- c. Develop effective plans of care, monitor and adjust as needed.
- d. Enter data according to the CaCoon program guidelines into the ORCHIDS data system.
- e. Learn about and access comprehensive resources locally.
- f. Coordinate health care and other services as needed.
- g. Utilize expert consultation and resources as needed to improve practice.
- h. Assure work with Unlicensed Assistive Personal (Promotora, Community Health Workers) follows Program Standards.

2. To child and family:

- a. Provide accurate information.
- b. Ensure CYSHN access to care and services.
- c. Promote effective, efficient use of health care and services.
- d. Promote the well-being of CYSHN and their families.
- e. Ensure culturally appropriate interactions with families.
- f. Develop plan of care in collaboration with family; monitor plan.
- g. Assist with coordination and communication with child health care team.
- h. Assure essential linkages with family based organizations, primary care provider care coordinator and CCO Intensive Care Managers, as needed.

C. Local Health Department and other entities' Responsibilities implementing CaCoon

1. Assure standards are met by each nurse or others working with CaCoon clients.
2. Provide supports for work space and access to community.
3. Enter CaCoon encounter data into the ORCHIDS Database.
4. Assure CaCoon service through participation in State and local efforts to leverage funds to provide service to this population (e.g. Targeted Case Management and Medicaid Administrative Match and service agreement with CCOs to provide CaCoon services)
5. Provide adequate supervisor supports related to scheduling and staff reflection for attaining program goals and personal growth for CaCoon staff.

D. Promotora Program

1. Perform CaCoon nurse responsibilities as outlined in the CaCoon Promotora Guidelines (See Attachment B).
Collect, report and maintain data for OCCYSHN as directed

E. Responsibilities of the Local Health Department in implementing the CaCoon program include assuring the following functions relative to::

1. OCCYSHN/CaCoon Program:
 - a. Participate in OCCYSHN special initiatives, program planning and coordination of these services for children residing in their county.
 - b. Receive and disseminate all communication from OCCYSHN.
 - c. Attend OCCYSHN sponsored in-service training or designate a PHN replacement.
 - d. Share and disseminate OCCYSHN resources (e.g. new library books).
 - e. Provide quality assurance of CaCoon program standards for all families served through data monitoring, chart review, technical assistance and consultation, and/or training.
2. Local Health Department/Other contracting entities' staff:
 - a. Be available as a resource to other health, education and community service providers regarding children with special health needs.
 - b. Share OCCYSHN resources, tools and special training.
3. Local community (service area):
 - a. Assure the needs of the population are represented in community planning as available.
 - b. Be a resource regarding children with special health needs.

ATTACHMENT A - SOW

- c. Assure CaCoon is represented on the Local Interagency Coordinating Council (LICC), Early Childhood Team (ECT), or combined LICC/ECT within Local County for the purposes of representing the needs of children with special health needs and their families.
- d. Assist in community process to identify needs and resources for CYSHN.
- e. Participate in multidiscipline team processes for CYSHN as either a member or a resource to a child's Community Health Team. (E.g. Community Connections, other service coordination teams for CYSHN or PHN clients).

Promotora Services Scope of Work

Oregon CaCoon (Care Coordination) Program: Promotora Services

Responsibilities of the public health nurse in counties where Promotora services are funded: Marion, Jackson, Hood River and Malheur counties

The CaCoon Program sponsors a **Health Promotora** in selected counties to address health care disparities, as well as provide more culturally appropriate care coordination for the Latino population with children and youth with special health needs

Responsibilities of the public health nurse working with the Health Promotora:

The CaCoon Nurse will provide direction and oversight to the **Health Promotora** when carrying out the plan of care for a child/family.

The nurse is responsible for:

- Orientating the Health Promotora to the CaCoon Program and to state and community services for children with special health needs;
- Conducting all child and family health assessments;
- Implementing the home visit protocol;
- Assuring CaCoon program standards are met. (See Protocol for the CaCoon Nurse and Health Promotora).

The CaCoon Nurse directs the work of the Promotora and initiates weekly meetings to monitor the plan of care.

The CaCoon Nurse will meet face-to-face with the family no less than every three months and document her assessments/evaluation of the progress or redevelopment of the plan to meet the client's needs. The frequency of home visiting must be related to the complexity of needs assessed through TIER and other tools.

Responsibilities of the Health Promotora:

The CaCoon Health Promotora will work under the direction of the CaCoon Nurse to provide services to the target population (Attachment D). The Health Promotora promotes health behaviors and helps families access and coordinate health and related services.

Health Promotora Interventions include (but may not be limited to):

- Participates as a member of the health team;
- Conducts outreach activities to identify families needing services;
- Visits families in their homes;
- Assists the CaCoon Nurse to identify individual and family needs;

ATTACHMENT B - P SOW

- Monitors, evaluates, and modifies care coordination plan with the family and under the direction of the CaCoon Nurse Links families with appropriate services;
- Assists families to arrange for supports to access health and related services, e.g., transportation and interpretation services;
- Advocates for the child's and family's needs;
- Acts as a liaison and source of information between the family and service providers by translating and interpreting if necessary;
- Collaborates with other community agencies and service providers;
- Participates in CaCoon orientation and continuing education opportunities;
- Assists in the development of educational materials;
- Participates on community coalitions, committees and other appropriate groups;
- Collects data and reports activity.

Protocol for the CaCoon Nurse and Health Promotora

1. The CaCoon Nurse makes the initial and subsequent home visits on all new referrals to complete child health and family assessment, OR this/these visits may occur jointly with the CaCoon Nurse and the Health Promotora.
2. A nurse care plan is developed by the CaCoon Nurse in collaboration with the family in which:
 - a. Strengths and needs are identified,
 - b. Level of service is determined, and
 - c. Involvement/role of the Health Promotora is defined, including frequency of visits by PHN and the Promotora.
3. The Health Promotora carries out the activities of the care plan that are not within the exclusive domain of nursing practice as indicated by Oregon Nurse Practice Law. The CaCoon Nurse and Health Promotora review cases on a weekly basis to:
 - a. Conduct chart reviews and review the plan of care.
 - b. Review interventions performed by the Health Promotora.
 - c. Identify additional training needs for the Promotora and develop a plan for meeting them.
4. The CaCoon Nurse should be available by phone during work for consultation with the Promotora. If the child's health or family circumstances change, the Promotora will consult with the PHN who will decide if additional assessment is necessary.
5. A joint home visit with the CaCoon Nurse and Health Promotora is completed at least quarterly for evaluation and reassessment of the plan.

Attachment C

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

Oregon Care Coordination Program: CaCoon Minimum Standards of Program Performance

1. The local health department will assure initial contact with CaCoon referrals within 10 business days of receiving referral into the LHD referral system. Initial contact may be by telephone or other means.
This standard will be assessed by a review of ORCHIDS (or the Oregon Home Visiting Data System, as brought online).

2. As needed, the local health department (LHD) will establish and maintain a triage system that prioritizes the most vulnerable children with special health needs. Priority will be given to families with:
 - a. A newborn with a chronic condition and/or disability.
 - b. A newly diagnosed infant/child with a chronic condition and/or disability.
 - c. Children with increased nutrition risk (e.g., children with congenital cardiac defects, cleft lip and palate, and cystic fibrosis).
 - d. Families of children with a special health need with difficulty accessing or coordinating their child's care and services.

This standard will be assessed by:

 - *Review of LHD policies regarding referrals during the annual site reviews*
 - *Provision of a written statement or policy describing the LHD triage system and the prioritized population.*

3. The LHD CaCoon program meets a minimum number of contacts per year. Each LHD is given the target number of annual contacts expected: 300
This standard will be assessed by a review of the ORCHIDS (or Oregon Home Visiting Data System, as brought online) data reports for the LHD and the annual contacts report.

4. Families who are part of the CaCoon Nurse's active caseload receive home visits on a frequency related to their assessed need. Tier Level will be considered when determining frequency of visits (Consult CaCoon manual).
This standard will be assessed through data contained within the ORCHIDS data system, or Oregon Home Visiting Data System as brought online.

5. All PHNs serving CaCoon clients perform or assure that children and their families receive the following minimum assessments (refer to CaCoon Manual):
 - a. Tier Level Assessment.
 - b. Family assessment.
 - c. Developmental assessment (use of developmental tool for this population would be selective and for the purpose of monitoring, teaching or documenting progress).
 - d. Child health assessment, to include monitoring of vision and hearing (includes follow-up of hearing results from the newborn screening including hearing and vision screening).
 - e. Nutrition assessment using CYSHN screening tool or equivalent.
 - f. Safety assessment.

This standard will be monitored through chart review.

ATTACHMENT D

6. The client data record reflects evidence of care coordination, cultural competency and family partnership, and use of Tier Level Assessment data to develop a plan of care which is periodically reevaluated with the family and changed according to objective criteria or demonstrated and documented need.
7. PHNs serving CaCoon clients will assure families are linked to essential support and care services.
This standard will be measured through chart review PHNs and others delivering CaCoon services perform or assure essentials linkages for CYSHN such as:
 - a. *Family to Family Health Information Center*
 - b. *CCO-Intensive Case Manager*
 - c. *Primary Care/Well Child/Specialty Care*
 - d. *Social Security*
 - e. *Special Education (e.g. EI, ECSE or Special Education)*
 - f. *Developmental Disabilities*
 - g. *Mental Health Services*
 - h. *Sustenance/transportation/housing*
 - i. *Translation Services*
8. Encounter data for every CaCoon visit will be entered into the ORCHIDS database, or Oregon Home Visiting Data System when brought online, according to OHA standards.
This standard will be measured through State/ORCHIDS data with results shared with the LHD on an annual basis.
9. The LHD supervisor assures that CaCoon is represented at the county Local Interagency Coordinating Council (LICC) or planning group that assumes the mandate of LICC.
This will be assessed through the annual site review.
10. A CaCoon Nurse Coordinator is designated by the CaCoon or Nursing Supervisor as delineated in CaCoon manual.
This will be assessed through OCCYSHN annual site review and LHD notification to OCCYSHN of designee.
11. Counties will report child find activities which ensure families and community organizations are aware of services available through the local CaCoon program as well as the LHD prioritized CYSHN population served by the county.
This will be assessed through discussion of county policy and procedures, CaCoon PHN orientation and LHD expectations of the CaCoon Coordinator roles and responsibilities.

Counties not meeting one or more of these standards will write a plan of improvement which they and OCCYSHN will monitor monthly. Inability to reach and maintain standards may result in changes or loss of annual contract at OCCYSHN's discretion.

BUDGET - CLACKAMAS

ATTACHMENT E

To: OHSU
Child Development and Rehabilitation Center
PO Box 574
Portland, OR 97207

Award Period: 10/01/13-09/30/14

Re: SubAward # 4B04MC06604-01-044 CFDA No. 93. 994

Award Amount: \$62,000.00

Period reported:

	<u>Approved Budget</u>
CaCoon Coordinator	<u>\$55,800.00</u>
Promotora	<u>N/A</u>
Admin Support	<u>\$6,200.00</u>
	<u>_____</u>
Total	<u><u>\$62,000.00</u></u>

Babies First and CaCoon Risk Factors (A Codes and B Codes)

Babies First! (Birth through 4 years of age)	CaCoon (Birth through 20 years of age)
Medical Risk Factors	Diagnoses
A1. Drug exposed infant (See A29)	B1. Heart disease
A2. Infant HIV positive	B2. Chronic orthopedic disorders
A3. Maternal PKU or HIV positive	B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)	B4. Cleft lip and palate & other congenital defects of the head and face
A5. Seizures (excludes VHR Factor B18) or maternal history of seizures	B5. Genetic disorders (i.e., cystic fibrosis)
A6. Perinatal asphyxia	B6. Multiple minor physical anomalies
A7. Small for gestational age	B7. Metabolic disorders
A8. Very low birth weight (1500 grams or less)	B8. Spina bifida
A9. Mechanical ventilation for 72 hours or more prior to discharge	B9. Hydrocephalus or persistent ventriculomegaly
A10. Neonatal hyperbilirubinemia	B10. Microcephaly & other congenital or acquired defects of the CNS including craniostosis
A11. Congenital infection (TORCH)	B12. Organic speech disorders (dysarthria/dyspraxia)
A12. Central nervous system infection (e.g., meningitis)	B13. Hearing loss
A13. Head trauma or near drowning: monitoring change	B23. Traumatic brain injury
A14. Failure to grow	B24. Fetal Alcohol Spectrum Disorder
A16. Suspect vision impairment: monitoring change	B25. Autism, Autism Spectrum Disorder
A18. Family history of childhood onset hearing loss	B26. Behavioral or mental health disorder with developmental delay
A24. Prematurity	B28. Chromosome disorders (e.g., Down syndrome)
A25. Lead exposure	B29. Positive newborn blood screen
A26. Suspect hearing impairment: newborn hearing screen REFER	B30. HIV, seropositive conversion
A29. Alcohol exposed infant	B31. Visual impairment
Social Risk Factors	Very High Risk Medical Factors
A19. Maternal age 16 years or less	B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
A21. Parental alcohol or substance abuse	B17. Perinatal asphyxia <u>accompanied by</u> seizures
A22. At-risk caregiver	B18. Seizure disorder
A23. Concern of parent/provider	B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)
A28. Parent with history of mental illness	B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)
A30. Parent with developmental disability	B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge
A31. Parent with Child Welfare history	
A32. Parent with domestic violence history	Developmental Risk Factors
A33. Parent with limited financial resources	B22. Developmental delay
A34. Parent with sensory impairment or physical disability	
A35. Parent with inadequate knowledge and supports	Other
A36. Other evidence-based social risk factor	B90. Other chronic conditions not listed
Other	
X99. Child is not being enrolled in High Risk Infant Tracking protocol	
X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol	

Babies First Risk Factor Definitions

Babies First Medical Risk Factors		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 th percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/ <i>Toxoplasma gondii</i> , other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen

Babies First! Medical Risk Factors		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels > 10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy and/or Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

Babies First! Social Risk Factors		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

Babies First! Social Risk Factors		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

Babies First! Other Risk Factors		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.

CaCoon Risk Factor Definitions

CaCoon Diagnoses		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucous cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

CaCoon Diagnoses		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

CaCoon		
Very High Risk Medical Factors		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by</u> seizures	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, tracheomalacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

CaCoon		
Developmental Risk Factors		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

CaCoon Other		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.



COPY
11

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

September 26, 2013

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
Oak Lodge Sanitary District for the Kellogg Avenue and
Risley Avenue Safety Improvements Project**

Purpose/Outcomes	This agreement allows for partnering with Oak Lodge Sanitary District (OLSD) to complete sidewalk and drainage improvements on Kellogg Avenue and Risley Avenue (Milwaukie area).
Dollar Amount and Fiscal Impact	The total project estimate is \$300,647; Oak Lodge Sanitary District will provide \$25,000, Community Development Block Grant will provide \$150,000, County Road Fund will provide \$100,647 and County Fee-in-Lieu (FILO) will provide \$25,000
Funding Source	Oak Lodge Sanitary District: \$25,000 CDBG: \$150,000 County Fee-in-Lieu: \$25,000 County Road Fund: \$100,647
Safety Impact	Kellogg Avenue and the northerly side of Risley Avenue have open ditches and lack pedestrian facilities. The areas of open ditch do not have safe shoulders, which cause pedestrians to share the paved roadway with vehicles. The ditches will be filled, drainage collection and conveyance infrastructure constructed and a sidewalk constructed for pedestrians.
Duration	Effective upon execution and expires upon completion of the project.
Previous Board Action	None.
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD Engineering 503-742-4658

BACKGROUND:

The project is needed to enclose approximately 400 lineal feet of open ditch and provide a sidewalk for a safe pedestrian route to Concord Elementary School from the Kellogg Avenue and Risley Avenue neighborhood. This is a low-income neighborhood and a Community Development Block Grant (CDBG) was obtained to assist in funding of the project's construction. The sidewalks will be constructed of pervious concrete and Oak Lodge Sanitary District (OLSD) is interested in supporting the construction of this type of sidewalk within their boundaries.

Through this agreement, the County will provide all surveying and engineering design services, as well as any contract administration and inspection duties for the improvement of Kellogg and Risley avenues. OLSD will pay the County \$25,000 for their contribution to this improvement work. DTD will bear the responsibility for managing all project revenues and expenses, including contributions of \$25,000 from OLSD, \$25,000 from Fee-in-Lieu (FILO), \$150,000 from CDBG and \$100,647 from County Road Fund, for a total project estimate of \$300,647.

Y9103

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement with Oak Lodge Sanitary District to complete sidewalk and drainage improvements on Kellogg Avenue and Risley Avenue.

Sincerely,



M. Barbara Cartmill
DTD Acting Director

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CLACKAMAS COUNTY AND OAK LODGE SANITARY DISTRICT
FOR THE
KELLOGG AVE & RISLEY RD SAFETY IMPROVEMENTS
PROJECT**

This Intergovernmental Cooperative Agreement ("Agreement") is entered into by and between the following parties: Oak Lodge Sanitary District, a service district formed pursuant to ORS Chapter 450 ("DISTRICT"), and Clackamas County, by and through its Department of Transportation and Development ("DTD").

RECITALS

WHEREAS, DTD desires to perform roadway widening and construct pervious sidewalks, concrete curbing, and drainage improvements through its planned **Kellogg Ave & Risley Rd Safety Improvements Project** known as the "PROJECT"; more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein; and

WHEREAS, DTD has obtained a Community Development Block Grant to assist in funding of the PROJECT; and

WHEREAS the District has authority to provide Surface Water Management services within its boundaries, known as the Oak Lodge Sanitary District Service Area; and

WHEREAS it is in the best interest of DTD and DISTRICT that the parties work jointly to provide coordination between the storm system and the road improvements; and

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion of the PROJECT.
2. **Obligation of DTD:**
 - A. DTD agrees to provide all surveying and engineering design services, as well as all contract administration and inspection duties throughout the life of the PROJECT.

- B. DTD agrees to invite the DISTRICT project manager to the design meetings, provide the DISTRICT with copies of design products (including stamped final plans for bidding), and incorporate reasonable comments into the PROJECT.
- C. DTD agrees to get DISTRICT approval of final plans prior to advertising for bids to construct the PROJECT.
- D. DTD agrees to invoice the DISTRICT for funds upon project completion, and before August 1, 2014.

Obligation of the DISTRICT:

- A. The DISTRICT agrees to pay DTD an amount not to exceed \$25,000 (twenty five thousand dollars) for their share of the PROJECT upon completion and within 45 days of the date of the invoice provided by DTD. This funding will pay for portions of the cost to install pervious pavement and water quality improvements.

4. Work Plan, Work Scope and Scheduling of Work.

- A. DTD will complete the approved final design plans, advertise and award a construction contract for the PROJECT to be completed by the end of October, 2013.
- B. The construction contract shall be subject to County Board approval.
- C. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule or the contents of the Project. Each party shall use best efforts to coordinate with the other to minimize conflicts.

5. Funding. DTD and the District shall each be individually responsible for their own respective staff, expenses, and other internal costs associated with the Project.

6. Indemnity. To the extent permitted by law under ORS 30.260 – 30.300 and the Oregon Constitution each party shall indemnify and defend the other, its Board, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the sole negligence or act of a party. Each party shall have no liability to the other for any injury, loss, or damage caused by third parties, or by any condition of the facilities.

7. Termination. If either party shall fail to perform any term or condition of this Agreement, then upon seven days' written notice, either party may terminate the Agreement and have no further obligation hereunder.

8. **General Provisions:**

- A. **Merger Clause.** This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- B. **Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.
- C. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- D. **Jurisdiction of Circuit Court.** Any dispute or claim under this Agreement shall be come within the jurisdiction of the Circuit Court of the State of Oregon for Clackamas County, including the ability to pursue mediation or arbitration as set out in ORS Chapter 36.
- E. **Notices.** Any notice herein required or permitted to be given shall be given in writing and shall be effective when actually received, and may be given by hand delivery or by United States mail, first-class postage prepaid, addressed to the parties as follows:

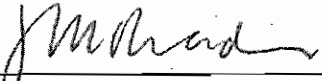
Oak Lodge Sanitary District
Attn: Karen Streeter, PWS
14611 SE River Road
Oak Grove, OR 97267

Clackamas County
Department of Transportation and
Development
Attn: Deana Mulder
150 Beaver Creek Rd
Oregon City, OR 97045

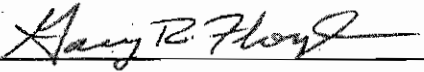
- F. **Attorney's Fees.** If a dispute should arise between the parties regarding any term or portion of this Agreement, the prevailing parties shall be entitled to such reasonable attorney's fees as a trial court or arbitrator may award and on any appeal there from.
 - G. **Modification.** This Agreement may be amended, modified, or supplemented only by the mutual agreement of the parties. No amendments, modifications, or supplements shall be binding unless it is in writing and signed by the parties.
9. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any of which shall constitute an agreement among the parties.

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

Oak Lodge Sanitary District



J. Michael Read, General Manager



Witness

09/13/2013

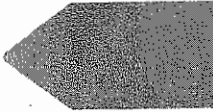
Date

**Board of Commissioners
Clackamas County**

Chair

Recording Secretary




Date





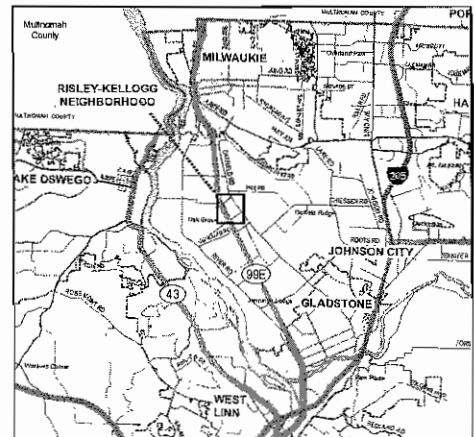
Risley & Kellogg Ave Neighborhood Map Attachment "A"



Legend

-  PROJECT IMPROVEMENTS
-  Right-of-way
-  Tax Lot Parcels



CLACKAMAS COUNTY
 Map Generated: 15 Aug 2013



Approval of Previous Business Meeting Minutes:

12

July 11, 2013

July 18, 2013

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>

Thursday, July 11, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow announced the Second Reading and Public Hearing on the Proposed Ordinance for Outdoor Mass Gatherings will be continued until the July 18, 2013 Business Meeting, which is at 6 PM. Postponing this public hearing will allow more time to provide additional information to the public regarding the item. We sent emails and a press release yesterday regarding this postponement, however since it was short notice there may be some folks here today to speak on this issue, and we welcome your comments. You may speak during Citizen Communication today after our Presentation. You may also submit your comments in writing to our office and attend the Business Meeting next week on July 18th at 6:00 PM to provide your official testimony on this ordinance.

II. PRESENTATION

1. Presentation on "Made in America Month"
Cindy Hagen, Business & Economic Development presented the staff report. She introduced Gerald Rowlett and Christina Bloom from Westlake Development Group who presented a video on the first "Made in America" home in Clackamas County – they also spoke in support of the Hire-a-Vet program.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Kevin Phillips, Beaver Creek – spoke against the proposed mass gathering ordinance – he provided two case studies from the Federal and Oregon court of appeals.
2. Eugene Schoenheit, Milwaukie – had concerns about the proposed mass gathering ordinance – feels the staff report is misleading.
3. Les Poole, Gladstone – thanked the Board for delaying the public hearing, spoke about the County being more business friendly.
4. Janet Schoenheit, Milwaukie – spoke for Jeannie Freeman who wanted to know about BCC salary, also spoke about the proposed mass gathering ordinance and the IGA with city of Milwaukie for the Oak Grove library.
5. Libby Wentz, Gladstone – spoke against the proposed mass gathering ordinance.
6. Tom Eskridge, Molalla – spoke against the proposed mass gathering ordinance.
7. Maryanna Moore, Gladstone – spoke about the Gladstone cultural festival and ownership of the bridge.
8. Herb Chow, Happy Valley – spoke against the proposed mass gathering ordinance.
9. Jan Smith, Boring – spoke about the Sandy Kiwanis event.
10. Cindy Lewis-Wolfrum, Milwaukie – asked about the public records request dealing with use of private computers.

~Board Discussion~

IV. PUBLIC HEARINGS

1. Board Order No. **2013-65** for Boundary Change Proposal CL 13-002, Annexation to Clackamas River Water

Chris Storey, County Counsel and Ken Martin, Local Boundary Consultant presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Board Order for Boundary Change Proposal CL 13-002, annexation to Clackamas River Water.

Commissioner Smith: Second.

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Schrader: Aye

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0

2. **POSTPONED until 7-18-13** - Second Reading of Ordinance No. 03-2013 Adding Chapter 6.12, Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency – and Approval of ~~Resolution No. _____~~ Adopting Fees for Outdoor Mass Gatherings and Limited Gatherings (Mike McCallister, Planning Department)

Chair Ludlow stated there is a Study Session scheduled next Tuesday, July 16, 2013 for a staff briefing on this issue before the Public Hearing on July 18th.

~Board Discussion~

V. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

VI. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

MOTION:

Commissioner Schrader: I move we accept the consent agenda.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of an Agency Services Contract with Compass Group USA, Inc. dba Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites - *Social Services*

2. Approval of an Intergovernmental Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over - *Social Services*
3. Approval of an Intergovernmental Agreement (IGA) with the State of Oregon, Department of Human Services for Job Opportunities and Basic Skills for Clients Receiving Temporary Assistance to Needy Families (TANF) – *Community Solutions*
4. Approval of an Amendment with Washington County for Alcohol and Drug Treatment Services – *Behavioral Health*
5. Approval of a Professional Services Agreement with LifeWorks NW Providing On-Site Services at the Gladstone Center for Children and Families - *Behavioral Health*
6. Approval of a Sub-recipient Grant Agreement with Northwest Family Services, Inc. for Drug and Alcohol Prevention Specialist Services – *Children, Youth & Families*
7. Approval of a Sub-recipient Grant Agreement with Todos Juntos, Inc. for Drug and Alcohol Prevention Specialist Services - *Children, Youth & Families*

B. Department of Transportation & Development

- 1 Approval of a Contract with Concrete Enterprises, Inc. for the Rock Creek (Wilhoit Road) Bridge Replacement Project - *Finance*
2. Approval of a Contract with Nutter Corporation for the Sandy River (Lolo Pass Road) Mitigation Project - *Finance*
3. Approval of Amendment No. 1 to Intergovernmental Agreement No. 28273 with Oregon Department of Transportation for Right of Way Services for Preliminary Engineering, Right of Way and Construction of the Tolbert St: 82nd Dr. to Minuteman Way Project

C. Finance Department

1. Approval of a FY 2013-2014 Work and Financial Plan with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Predator Management (County Trapper)
2. Approval of a Lease with T5 Equities, LLC for the District Attorney's Office

D. Elected Officials

1. Resolution No. **2013-66** Appointing Pro Tempore Judges for the Clackamas County Justice Court

E. Juvenile Department

1. Approval of a Grant Award for Shelter Care Beds
2. Approval of an Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for Individualized Service Funds

3. Approval of an Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for Juvenile Crime Prevention Basic and Diversion Services
4. Approval of a Personal Services Contract with Parrott Creek Child and Family Services to Provide Shelter Services to Youth residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court - *Finance*
5. Approval of a Personal Services Contract with Boys and Girls Aid to Provide Shelter Services to Youth Residing in Clackamas County under the Jurisdiction of Clackamas County Juvenile Court - *Finance*
6. Approval of a Personal Service Contract with Christian Community Placement Center to Provide Shelter Service to Youth Residing in Clackamas Count under the Jurisdiction of Clackamas County Juvenile Court - *Finance*

F. Technology Services

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3036 between Clackamas County and the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

VII. SERVICE DISTRICT NO. 5 (Street Lighting)

1. Approval of an Agreement for the Sale of Option B District Owned Street Lights to Portland General Electric
2. Authorization for the Submittal of the Incentive Application to Energy Trust of Oregon

VIII. WATER ENVIRONMENT SERVICES

- *1. **REMOVED** - Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:00 PM

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

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

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>

Thursday, July 18, 2013 - 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Martha Schrader

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow began with a couple of announcements:

1. "As County Commission Chair, I have decided to remove the mass gathering ordinance public hearing from this evening business meeting agenda. I do not anticipate this proposed ordinance coming back before the Board of Commissioners. The Board has received a great deal of testimony, emails and feedback sharing concerns with the proposed ordinance. I have come to the conclusion that the proposed ordinance is not necessary at this time. Staff has been outstanding in preparing this proposal and I thank them for their diligence." He stated if citizens came to speak on this matter, they can do so under Citizen Communication.
2. "This afternoon the Board of County Commissioners, by unanimous vote, appointed Donald Krupp as the new Clackamas County Administrator. Donald is currently the County Manager/Chief Administrative Officer for Thurston County Washington. Donald brings a long history of public service to Clackamas County. The Board believes Donald will be successful in bringing Clackamas County forward and working with diverse groups. Donald is the absolute best of the 70 candidates that we took into consideration for this position. We feel very fortunate to have him here at Clackamas County. Donald's first day will be September 16th. Please welcome Donald Krupp."

Chair Ludlow announced the Board will convene as the Housing Authority Board for the next item. He asked the Clerk to read the Housing Authority Consent agenda by title. He then asked for a motion.

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of the Construction Agreement Contract with Nomarco, Inc. for Public Housing Scattered Sites Renovation

MOTION:

Commissioner Bernard: I move we approve the Housing Authority Consent Agenda.

Commissioner Smith: Second.

Clerk call the poll.

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

Chair Ludlow announced the Board will adjourn as the Housing Authority Board and convene as the Board of County Commissioners for the remainder of the meeting.

III. PRESENTATION

1. Presentation of the Elections Office Integrity Report
Sherry Hall, County Clerk presented the Elections Office Integrity Report.
~Board discussion~

II. CITIZEN COMMUNICATION

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

1. *Joan Zuber, Molalla – spoke regarding the proposed Outdoor Mass Gatherings (OMG) Ordinance – very disappointed it is not moving forward.
 2. Tim MacFarland, Canby – spoke regarding his neighbors alleged code violations – wants assistance from County to help enforce the violations.
 3. Jeanne Freeman, West Linn – asked about elected officials salaries.
 4. *Jeff Weakley, Oregon City – spoke against the proposed Outdoor Mass Gathering Ordinance.
 5. *Janet Schoenheit, Milwaukie – spoke against the proposed OMG ordinance.
 6. *Eugene Schoenheit, Milwaukie – spoke against the proposed OMG ordinance.
~Board Discussion on the OMG ordinance~
 7. *Ken Howard, Eagle Creek – had concerns regarding the proposed OMG ordinance.
 8. *Patrick Nesbitt, Molalla – spoke in support of the proposed OMG ordinance.
 9. *Les Poole, Gladstone – spoke regarding citizens rights.
 10. 8Herb Chow, - spoke against the proposed OMG ordinance – appreciated this Board listening to the citizens.
 11. Roxanne Ross, Gresham – spoke regarding a Multnomah County lawsuit – asked the Board to send a Memo to Multnomah County regarding rules.
 12. Regis Peregrin, Canby – spoke regarding a Multnomah County lawsuit
~Board Discussion~
- *Note: Commissioner Savas asked highlighted folks if they would be willing to serve on a committee regarding this issue, if one was formed – all said yes.

V. PUBLIC HEARING

- *1. **REMOVED INDEFINITELY** *Continued from July 11, 2013 - Second Reading of Ordinance No. 03-2013 Adding Chapter 6.12, Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency – and Approval of Resolution No. _____ Adopting Fees for Outdoor Mass Gatherings and Limited Gatherings (Mike McCallister, Planning Department)*

VI. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

VII. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title. He then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.
Commissioner Savas: Second.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye.
The motion is approved 4-0.

A. Health, Housing & Human Services

1. Approval of a New Revenue Intergovernmental Grant Agreement with the State of Oregon Department of Human Services, Vocational Rehabilitation, for Establishing Cognitive Remediation Classes - *Behavioral Health*
2. Approval of a Renewal Grant Agreement from the US Department of Housing and Urban Development, Supportive Housing Program, for the HOPE Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
3. Approval of a Renewal Grant Agreement from the US Department of Housing and Urban Development, Supportive Housing Program, for the Jackson Place Program to Provide Transitional Housing and Services for the Homeless – *Social Services*
4. Approval of an Intergovernmental Agreement with the State of Oregon Department of Housing and Community Services to Administer Community Resource Division Funds which Funds a Variety of Social Services Programs – *Social Service*
5. Approval of a Facilities Use Agreement with North Clackamas School District No. 12, for the Women, Infants, and Children (WIC) Program – *Public Health*
6. Approval of a HOME Loan Agreement with Northwest Housing Alternatives – *Community Development*

B. Department of Transportation & Development

1. Approval of Intergovernmental Agreement No. 27929 with Oregon Department of Transportation for Right-of-Way Services for the Pudding River (Whiskey Hill Road) Bridge Project

VIII. DEVELOPMENT AGENCY

1. Approval of a Disposition and Development Agreement to Convey Real Property from the Clackamas County Development Agency to BD82Boyer, LLC.

IX. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and Metro for the Award of a Nature in Neighborhoods Grant for the Rock Creek Confluence Restoration Project

2. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas County Service District No. 1 (CCSD#1) for Maintenance Activities on Designated CCSD#1-Owned Resource Properties
3. Approval of a Construction Services Contract between Clackamas County Service District and T. Edge Construction Inc, for the Echo Valley Meadows Wetlands Restoration Project

X. COUNTY ADMINISTRATOR UPDATE

XI. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned – 12:00 PM

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



13

BOB VROMAN
COUNTY ASSESSOR

DEPARTMENT OF ASSESSMENT AND TAXATION

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 26, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Cancelling Delinquent Manufactured Structure Personal Property Taxes

Purpose/Outcomes	The attached Board Order authorizes the Tax Collector to write off delinquent manufactured structure personal property accounts deemed uncollectible.
Dollar Amount and Fiscal Impact	The total uncollectible taxes for delinquent accounts equals \$14,499.14.
Funding Source	The adjustment is to the unsegregated tax account shared by all taxing districts providing services in Clackamas County.
Safety Impact	None
Duration	Effective for the 2013-2014 tax roll.
Previous Board Action	No previous Board Action on these accounts.
Contact Person	Bob Vroman, Clackamas County Assessor and Tax Collector

BACKGROUND:

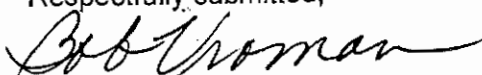
This request is made in accordance with provisions of ORS 311.790 that provides when the tax collector deems that taxes on personal property delinquent for any reason are wholly uncollectible, the tax collector may request the taxes be cancelled. None of these manufactured structures are currently within the county; the majority has either been moved illegally or has been destroyed. All efforts to trace the legal owners have proven unsuccessful and there are no assets to attach. The amount deemed uncollectible remains relatively low due to persistent efforts to collect manufactured structure personal property taxes and existing statutory provisions canceling taxes on manufactured structures with a real market value less than \$16,000. The cancellation of these taxes allows the tax collector to more accurately report the balances that represent the unsegregated tax roll.

County Counsel, Kathy Rastetter, has reviewed and approved this request as to form.

RECOMMENDATION:

Staff recommends the Board approve this request and authorizes Bob Vroman, County Assessor and Tax Collector, to cancel these taxes.

Respectfully submitted,


Bob Vroman, County Assessor

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Cancellation of
Manufactured Structure Personal
Property Taxes

}

ORDER NO.

This matter coming regularly before the Board of County Commissioners, and it appearing that the Manufactured Structure Personal Property taxes for the years as shown on the list attached and made a part of this Order, are delinquent and unpaid, and

Whereas, it further appearing to the Board that pursuant to ORS 311.790 a request for the cancellation of said taxes on the grounds that they are wholly uncollectible has been made by the Tax Collector and County Counsel of Clackamas County, and the Board being fully advised;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Manufactured Structure Personal Property taxes for the years as shown on the attached list be one and the same hereby are canceled and that the Tax Collector be authorized and directed to make the proper showing on his records.

DATED this _____ day of September, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**2013 TAX WRITE OFF
MANUFACTURED STRUCTURE ACCOUNTS**

2011-12

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01189216	Michael Noggler	D, E	6.00
01734564	Steve Wayne Miller	B, E	532.57
01197109	David Dwight Faist	B, E	6.00
	Elsy Maria Caamal-Poox & Roberto Cauich-		
01184266	Ake	B, E	6.00
01174614	Earl F & Laverne E Dibble	B, E	6.00
01199116	Darrell J & Jean Holland	D	6.00
04001700	Mike Johnson	B, E	6.00
01157955	Arthur E & Venta E Murphy	B, E	6.00
Total 2011-12			574.57

2010-11

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01189216	Michael Noggler	D, E	6.00
01169210	Joyce Fiske & Micheal Sadewhite	D, E	6.00
01173544	Ray & Janet Corcilus	D, E	6.00
01734564	Steve Wayne Miller	B, E	548.51
01193657	Kathleen A Shelton & Roger B Allen	B, E	310.31
01197109	David Dwight Faist	B, E	6.00
	Elsy Maria Caamal-Poox & Roberto Cauich-		
01184266	Ake	B, E	6.00
01174614	Earl F & Laverne E Dibble	B, E	6.00
01158419	Kendall L Fuson	D	77.22
01199116	Darrell J & Jean Holland	D	6.00
01157955	Arthur E & Venta E Murphy	B, E	47.41
Total 2010-11			1,025.45

2009-10

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01189216	Michael Noggler	D, E	68.76
01169210	Joyce Fiske & Micheal Sadewhite	D, E	201.22
01173544	Ray & Janet Corcilus	D, E	229.91
01734564	Steve Wayne Miller	B, E	560.61
01193657	Kathleen A Shelton & Roger B Allen	B, E	338.20
01197109	David Dwight Faist	B, E	36.87
	Elsy Maria Caamal-Poox & Roberto Cauich-		
01184266	Ake	B, E	53.43
01174614	Earl F & Laverne E Dibble	B, E	6.00
01199116	Darrell J & Jean Holland	D	200.58
01157955	Arthur E & Venta E Murphy	B, E	51.83
Total 2009-10			1,747.41

**2013 TAX WRITE OFF
MANUFACTURED STRUCTURE ACCOUNTS**

2008-09

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01189216	Michael Noggler	D, E	59.62
01169210	Joyce Fiske & Micheal Sadewhite	D, E	195.54
01173544	Ray & Janet Corcilus	D, E	243.78
01201700	Edward G Barrett jr	D, E	239.73
01214787	David & Patricia Kidwell	D, E	99.38
01225926	Angiela Moi	B, E	74.43
01734564	Steve Wayne Miller	B, E	567.29
01193657	Kathleen A Shelton & Roger B Allen	B, E	342.00
01197109	David Dwight Faist	B, E	62.99
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	54.21
01184266	Ake	B, E	54.21
01157955	Arthur E & Venta E Murphy	B, E	43.13
	Total 2008-09		1,982.10

2007-08

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01189216	Michael Noggler	D, E	107.87
01169210	Joyce Fiske & Micheal Sadewhite	D, E	145.63
01173544	Ray & Janet Corcilus	D, E	195.62
01209114	Dwayne W Anderson	D, E	238.41
01214787	David & Patricia Kidwell	D, E	150.51
01225926	Angiela Moi	B, E	116.93
01734564	Steve Wayne Miller	B, E	413.84
01193657	Kathleen A Shelton & Roger B Allen	B, E	289.88
01197109	David Dwight Faist	B, E	111.82
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	100.92
01184266	Ake	B, E	100.92
01157955	Arthur E & Venta E Murphy	B, E	101.72
	Total 2007-08		1,973.15

2006-07

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01169210	Joyce Fiske & Micheal Sadewhite	D, E	131.35
01173544	Ray & Janet Corcilus	D, E	175.89
01214787	David & Patricia Kidwell	D, E	150.04
01220422	Amy Woods & Oak Acres MH Park	D, E	161.42
01225926	Angiela Moi	B, E	122.12
01376442	Robert Roberts & Susan Newell	D, E	38.06
01509424	Jan & Laura Stewart	B, E	263.59
01757566	Marciano Morales & Katy Germann	D, E	29.52
01734564	Steve Wayne Miller	B, E	401.67
01197109	David Dwight Faist	B, E	116.53
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	99.79
01184266	Ake	B, E	99.79
01157955	Arthur E & Venta E Murphy	B, E	186.48
	Total 2006-07		1,876.46

**2013 TAX WRITE OFF
MANUFACTURED STRUCTURE ACCOUNTS**

2005-06

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01169210	Joyce Fiske & Micheal Sadewhite	D, E	82.04
01214787	David & Patricia Kidwell	D, E	149.36
01225926	Angiela Moi	B, E	129.59
01376442	Robert Roberts & Susan Newell	D, E	38.74
01734564	Steve Wayne Miller	B, E	409.29
01197109	David Dwight Faist	B, E	117.63
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	100.79
01184266	Ake	B, E	100.79
01157955	Arthur E & Venta E Murphy	B, E	186.58
	Total 2005-06		1,214.02

2004-05

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01214787	David & Patricia Kidwell	D, E	143.46
01225926	Angiela Moi	B, E	127.39
01376442	Robert Roberts & Susan Newell	D, E	37.22
01734564	Steve Wayne Miller	B, E	481.97
01197109	David Dwight Faist	B, E	115.10
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	97.98
01184266	Ake	B, E	97.98
01157955	Arthur E & Venta E Murphy	B, E	185.62
	Total 2004-05		1,188.74

2003-04

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01214787	David & Patricia Kidwell	D, E	151.31
01225926	Angiela Moi	B, E	134.91
01376442	Robert Roberts & Susan Newell	D, E	40.41
01734564	Steve Wayne Miller	B, E	391.99
01197109	David Dwight Faist	B, E	120.45
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	102.43
01184266	Ake	B, E	102.43
	Total 2003-04		941.50

2002-03

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01214787	David & Patricia Kidwell	D, E	54.88
01225926	Angiela Moi	B, E	134.57
01376442	Robert Roberts & Susan Newell	D, E	43.66
01197109	David Dwight Faist	B, E	127.31
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	106.09
01184266	Ake	B, E	106.09
	Total 2002-03		466.51

2001-02

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01225926	Angiela Moi	B, E	204.36
01376442	Robert Roberts & Susan Newell	D, E	104.26
01197109	David Dwight Faist	B, E	157.75
	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	134.75
01184266	Ake	B, E	134.75
	Total 2001-02		601.12

**2013 TAX WRITE OFF
MANUFACTURED STRUCTURE ACCOUNTS**

2000-01

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01376442	Robert Roberts & Susan Newell	D, E	102.50
01197109	David Dwight Faist	B, E	257.08
01184266	Elsy Maria Caamal-Poox & Roberto Cauich-Ake	B, E	113.02
	Total 2000-01		<u>472.60</u>

1999-00

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01376442	Robert Roberts & Susan Newell	D, E	51.61
01197109	David Dwight Faist	B, E	142.12
	Total 1999-00		<u>193.73</u>

1998-99

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01376442	Robert Roberts & Susan Newell	D, E	81.04
	Total 1998-99		<u>81.04</u>

1997-98

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01376442	Robert Roberts & Susan Newell	D, E	78.88
	Total 1997-98		<u>78.88</u>

1996-97

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
01376442	Robert Roberts & Susan Newell	D, E	81.86
	Total 1996-97		<u>81.86</u>

WRITE OFF SUMMARY

Tax Year	Delinquent Tax Years
2011-12	574.57
2010-11	1,025.45
2009-10	1,747.41
2008-09	1,982.10
2007-08	1,973.15
2006-07	1,876.46
2005-06	1,214.02
2004-05	1,188.74
2003-04	941.50
2002-03	466.51
2001-02	601.12
2000-01	472.60
1999-00	193.73
1998-99	81.04
1997-98	78.88
1996-97	81.86
TOTAL	14,499.14

**MANUFACTURE STRUCTURES
REASONS TAXES ARE CONSIDERED UNCOLLECTIBLE**

- A. Taxes prepaid, but underestimated. Owners billed at last known address, but collection attempts unsuccessful.
- B. Manufactured Structure illegally moved to unknown location. Inquiries directed to all available sources of information but proved fruitless.
- C. Manufactured Structure illegally moved out of County and ownership transferred one or more times since. Clackamas County can put issue in LOIS to prevent this if we know it left our county.
- D. Manufactured Structure or houseboat destroyed by fire, vandalism, etc. Unit has no value. Taxes accrued after unit was destroyed and Assessor had no notification of destruction.
- E. Titleholder owns no real property that can be liened.
- F. Tax correction after the fact. Manufactured Structure moved out of County prior to enactment of tax correction.
- G. No positive identification. Unit has temporary x-number in ascend and no vehicle identification number, making it impossible to determine legal ownership.
- H. Taxes were originally a lien on the real property; lien was missed and property has changed hands one or more times since.
- I. Manufactured Structure moved out of County without Permit and Release. Taxes were a lien, but not owed. New owners billed at last known address, but collection attempts unsuccessful.



BOB VROMAN
COUNTY ASSESSOR

DEPARTMENT OF ASSESSMENT AND TAXATION

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 26, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Cancelling Delinquent Personal Property Tax Accounts

Purpose/Outcomes	The attached Board Order authorizes the Tax Collector to write off delinquent personal property accounts deemed uncollectible.
Dollar Amount and Fiscal Impact	The total uncollectible taxes for delinquent accounts equals \$193,370.66.
Funding Source	The adjustment is to the unsegregated tax account shared by all taxing districts providing services in Clackamas County.
Safety Impact	None
Duration	Effective for the 2013-2014 tax roll.
Previous Board Action	No previous Board Action on these accounts.
Contact Person	Bob Vroman, Clackamas County Assessor and Tax Collector

BACKGROUND:

This request is made in accordance with provisions of ORS 311.790 that provides when the tax collector deems that taxes on personal property delinquent for any reason are wholly uncollectible, the tax collector may request the taxes be cancelled. These uncollectible accounts are no longer in business with no assets remaining. Many filed bankruptcy which stays collection processes and no assets remain when the bankruptcy is dismissed or discharged. Others are corporations that have been dissolved and there is no corporate officer responsibility for tax payment and there is no real property against which a lien could be placed. The cancellation of these accounts allows the tax collector to more accurately report the balances that represent the unsegregated tax account.

County Counsel, Kathy Rastetter, has reviewed and approved this request as to form.

RECOMMENDATION:

Staff recommends the Board approve this request and authorizes Bob Vroman, County Assessor and Tax Collector, to cancel these taxes.

Respectfully submitted,

Bob Vroman, County Assessor

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Cancellation of
Personal Property Taxes



ORDER NO.

This matter coming regularly before the Board of County Commissioners, and it appearing that the Personal Property taxes for the years as shown on the list attached and made a part of this Order, are delinquent and unpaid, and

Whereas, it further appearing to the Board that pursuant to ORS 311.790 a request for the cancellation of said taxes on the grounds that they are wholly uncollectible has been made by the Tax Collector and County Counsel of Clackamas County, and the Board being fully advised;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Personal Property taxes for the years as shown on the attached list be one and the same hereby are canceled and that the Tax Collector be authorized and directed to make the proper showing on his records.

DATED this _____ day of September, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**2013 TAX WRITE OFF
PERSONAL PROPERTY ACCOUNTS**

2010-11

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2252054	SALL Enterprises, LLC	1, 10	1,843.90
P2221649	Top of Hill RV & Auto Repair	8, 10	973.48
Total 2010-11			2,817.38

2009-10

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2110835	Southridge Opticians	8	668.74
P2131603	Cascade Screw Machine Prod Inc.	10	7,922.28
P2230718	Circuit City Stores	1	4,125.88
P2237393	Garrett Investment Corp.	10	848.94
P2240676	DTM Resources Inc	10	767.04
P2246646	Aaron & Jonathaon Corporation	10	1,069.09
P2248367	Epicure Enterprises Inc	10	585.90
P2252050	Aris Enterprises LLC	1, 10	1,222.58
P2252054	SALL Enterprises LLC	1, 10	521.40
P2221727	Ford Cleaner & Laundry Inc	1, 10	606.37
P2108105	GI Joe's	1, 10	5,944.63
P2246666	GI Joe's	1, 10	2,447.19
P2024408	GI Joe's	1, 10	2,584.12
P2125246	GI Joe's	1, 10	4,926.65
P2135178	GI Joe's	1, 10	5,297.50
P2235420	Factory Motor Sports Inc	1, 5, 10	3,592.66
Total 2009-10			43,130.97

2008-09

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2110835	Southridge Opticians	8	667.03
P2114978	Wilson's House of Suede #2055	1	220.85
P2183896	M Snyder Landscape Inc	8	750.46
P2186103	Nasian LLC dba Artic Circle	8	888.33
P2217491	3 Day Blinds Inc #107	1	1,047.90
P2230718	Circuit City Stores	1	4,213.85
P2237028	Riverknoll Ranch LTD PTR	8	1,097.23
P2237393	Garrett Investment Corp.	10	914.58
P2240116	Whitehall Jewellers Inc	8	696.61
P2240204	The Field Group LLC, dba Postal Annex #313	8	260.14
P2240676	DTM Resources Inc	10	794.31
P2246646	Aaron & Jonathaon Corporation	10	1,143.78
P2246960	JK Gladstone Ford, LLC	8	286.64
P2247160	VK Holdings Inc dba Garlic Jims	10	844.41
P2248367	Epicure Enterprises Inc	10	366.71
P2250466	Brennan Food Service Alliance LLC	4	867.84
P2221727	Ford Cleaner & Laundry, Inc	1, 10	861.24
P2030297	Surgichrome Inc	5, 10	949.47
P2070409	Gladston Lanes LLC	4, 5	1,281.15
P2108105	GI Joe's	1, 10	2,054.22
P2246666	GI Joe's	1, 10	857.11

**2013 TAX WRITE OFF
PERSONAL PROPERTY ACCOUNTS**

P2024408	GI Joe's	1, 10	861.41
P2125246	GI Joe's	1, 10	1,415.98
P2135178	GI Joe's	1, 10	1,796.01
P2144656	CAL Spas of Oregon Inc	4, 9	587.42
P2240612	Logic General	4, 8	29,993.93
P2242523	Izzy's Pizza Restaurant	1, 4	1,548.25
P2244658	Oregon Golf	3, 10	807.55
P2250484	Allen & Schuler PC	4, 8	485.51
P2250957	JCS Manufacturing Inc	4, 8	9,307.60
P2025404	Stuart Anderson	8	2,456.23
Total 2008-09			<u>70,323.75</u>

2007-08

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2110835	Southridge Opticians	8	588.85
P2183896	M Snyder Landscape Inc	8	282.59
P2186103	Nasian LLC dba Artic Circle	8	320.78
P2197918	The Bombay Company #810	8	11.47
P2231705	Pacific Coast Quarries	10	793.99
P2237028	Riverknoll Ranch LTD PTR	8	1,173.23
P2221727	Ford Cleaner & Laundry Inc	1, 10	892.46
P2076730	Johns Auto Electric	9, 10	898.83
P2207860	D & L Machine	1, 4, 8	1,475.20
P2240612	Logic General	4, 8	20,197.37
Total 2007-08			<u>26,634.77</u>

2006-07

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2087147	Orius Corp	1, 10	22,031.77
	Leongs Inc, dba Leongs American-		
P2104486	Chinese	10	707.26
P2110835	Southridge Opticians	8	571.72
P2229168	Portland Mortgage Co Inc	10	12.15
P2231705	Pacific Coast Quarries	10	800.94
P2242498	Dolphin Capital Corp	10	203.31
P2221727	Ford Cleaner & Laundry Inc	1,10	597.72
P2207860	D & L Machine	1, 4, 8	2,463.28
Total 2006-07			<u>27,388.15</u>

2005-06

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
	Leongs Inc, dba Leongs American-		
P2104486	Chinese	10	491.46
P2110835	Southridge Opticians	8	576.83
P2228812	MA Products dba Vitimin Village Inc	8	458.92
P2231705	Pacific Coast Quarries	10	881.78
P2221727	Ford Cleaner & Laundry Inc	1, 10	954.59
P2207860	D & L Machine	1, 4, 8	1,275.57
Total 2005-06			<u>4,639.15</u>

**2013 TAX WRITE OFF
PERSONAL PROPERTY ACCOUNTS**

2004-05

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2104486	Leongs Inc, dba Leongs American-Chinese	10	9.03
P2110835	Southridge Opticians	8	407.41
P2158207	Gourmet Stuff Pizza	1, 10	572.42
P2228812	MA Products dba Vitimin Village Inc	8	467.71
P2223543	MJB Construction	8	325.64
P2221727	Ford Cleaner & Laundry Inc	1, 10	722.69
P2207860	D & L Machine	1, 4, 8	1,259.67
P2244255	Aramark Refreshamen Services Inc	9, 10	6,884.48
	Total 2004-05		<u>10,649.05</u>

2003-04

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2158207	Gourmet Stuff Pizza	1,10	596.62
P2160288	Monitor Masonry Inc	8	288.46
P2228812	MA Products dba Vitimin Village Inc	8	334.59
P2223543	MJB Construction	8	260.89
P2221727	Ford Cleaner & Laundry Inc	1,10	694.52
P2207860	D & L Machine	1, 4, 8	185.52
	Total 2003-04		<u>2,360.60</u>

2002-03

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2158207	Gourmet Stuff Pizza	1, 10	615.28
P2160288	Monitor Masonry Inc	8	290.74
P2223543	MJB Construction	8	82.42
P2228812	MA Products dba Vitimin Village Inc	8	517.43
P2221727	Ford Cleaner & Laundry Inc	1, 10	731.12
	Total 2002-03		<u>2,236.99</u>

2001-02

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2160288	Monitor Masonry Inc	8	373.20
P2228812	MA Products dba Vitimin Village Inc	8	736.22
	Total 2001-02		<u>1,109.42</u>

2000-01

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2228812	MA Products dba Vitimin Village Inc	8	841.92
	Total 2000-01		<u>841.92</u>

1999-00

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2228812	MA Products dba Vitimin Village Inc	8	508.46
	Total 1999-00		<u>508.46</u>

1998-99

<u>Account Number</u>	<u>Name of Account</u>	<u>Reasons</u>	<u>Total Due</u>
P2228812	MA Products dba Vitimin Village Inc	8	730.05
	Total 1998-99		<u>730.05</u>

**2013 TAX WRITE OFF
PERSONAL PROPERTY ACCOUNTS**

WRITE OFF SUMMARY

	Delinquent Tax Years
2010-11	2,817.38
2009-10	43,130.97
2008-09	70,323.75
2007-08	26,634.77
2006-07	27,388.15
2005-06	4,639.15
2004-05	10,649.05
2003-04	2,360.60
2002-03	2,236.99
2001-02	1,109.42
2000-01	841.92
1999-00	508.46
1998-99	730.05
Total:	193,370.66

**PERSONAL PROPERTY
REASONS TAXES ARE CONSIDERED UNCOLLECTABLE**

1. Bankruptcy filed which stays aggressive collections. No assets remaining when bankruptcy is dismissed or discharged, or trustee objects to claim.
2. Property in county at filing time, but moved before tax statements were mailed. Property gone and no real property against which lien can be placed.
3. The real property on which lien is placed is foreclosed on by a bank. The bank pays the real property tax, but will not pay personal property tax since it has no interest in the personal property.
4. Multiple tax statements returned marked "No Forwarding Address", etc. Check with Corporation Division, State of Oregon, reveals corporation dissolved, property gone, nothing to seize.
5. Field inspection by sheriff's deputy or tax department in the process of collection shows nothing at location. Company has moved and left no forwarding address, nothing on site to seize.
6. Small business administration seizes and sells before we are notified.
7. IRS or FIC seizures.
8. No longer in business. Cannot locate an individual on which to have warrant served, or county has warrant served and docketed but individual has left area and cannot be located.
9. Business owner does not own any real property to secure a lien, and personal property cannot be found to seize and sell.
10. Corporation is dissolved, either voluntarily or involuntarily, property cannot be located, and there is no corporate officer responsibility for tax payment.



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

15

September 26, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Grant Award Agreement with the State of Oregon
Criminal Fine Account / Unitary Assessment / CFA-2013-ClackamasCo.DAVAP-00025**

Purpose/Outcome	
Dollar Amount and Fiscal Impact	July 1, 2013 – June 30, 2014 CFA: \$181,955 July 1, 2014 – June 30, 2015 CFA: \$181,955 This is an increase of \$152,756 over the 2011-2013 biennium. Funds will be used to offset a VOCA funding shortfall of \$100,000 and the salary/fringe for 3 FTE advocates.
Funding Source	State of Oregon acting by and through the Department of Justice
Safety Impact	Activities and expenses that support or enhance the direct provision of the Statutorily Mandated Core Services listed below, and as outlined in OARs 137-078-0030
Duration	July 1, 2013 – June 30, 2015
Previous Board Action/Review	On September 8, 2011 the Board of County Commissioners approved UA-2011-ClackamasCo.DAVAP-20027
Contact Person	Sarah Brown @ (503) 650-3532

BACKGROUND:

As a result of the 1983 Oregon Legislature, (ORS 147.227) the OR DOJ, Crime Victims' Services Division (CVSD) was given authority to disburse a portion of the unitary assessment monies that the Criminal Injuries Compensation Account receives from the Criminal Fine account, to counties and cities where prosecuting attorneys maintain victims' assistance programs approved by CVSD.

Statutorily mandated core services (CFA Grant Handbook, pages 8-11) that will be funded by this award include:

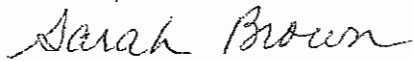
- Notifying victims' of their rights
- Informing victims, upon request, of the status of the criminal case involving the victim
- Providing advocacy for victims of serious person crimes as they move through the criminal justice system
- Assisting victims in the preparation of restitution documentation
- Preparing victims for court hearings
- Accompanying victims to court hearings
- Involving victims in the decision-making process in the criminal justice system where practical or legally required.

- Informing victims of the processes necessary to request the return of property held as evidence
- Assisting victims with the logistics related to court appearances
- Assisting victims of crimes in the preparation and submission of Crime Victims' Compensation Program claims to DOJ
- Encouraging and facilitating victims' testimony

RECOMMENDATION:

We respectfully recommend that the Board approve this Agreement as submitted and authorize District Attorney John S. Foote to sign on behalf of the County.

Thank you,



Sarah Brown
Administrator



DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

CRIMINAL FINE ACCOUNT
GRANT AWARD COVER SHEET

<p>1. Applicant Agency's Name and Address:</p> <p>Clackamas County acting by and through its District Attorney's Office 807 Main Street, Room 7 Oregon City, Oregon 97045-1845</p> <p>Contact Name: Mrs. Diane Wehage Telephone: (503) 655-8616 Fax: (503) 650-3598 E-mail: dianeweh@co.clackamas.or.us</p>	<p>2. Special Conditions:</p> <p>This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant:</p> <p>ORS 147.227 and OAR 137-078-0000</p>																
<p>4. Award Number:</p> <p>CFA-2013-ClackamasCo.DAVAP-00025</p>	<p>5. Award Date:</p> <p>July 1, 2013</p>																
<p>6. Grantee Tax Identification Number:</p> <p>93-6002286</p>	<p>7. Project Period:</p> <p>July 1, 2013 - June 30, 2015</p>																
<p>8. Financial Report Due Dates:</p> <table border="0"> <tr> <td>October 31, 2013</td> <td>October 31, 2014</td> </tr> <tr> <td>January 31, 2013</td> <td>January 31, 2014</td> </tr> <tr> <td>April 30, 2014</td> <td>April 30, 2015</td> </tr> <tr> <td>July 20, 2014</td> <td>July 20, 2015 (final)</td> </tr> </table>	October 31, 2013	October 31, 2014	January 31, 2013	January 31, 2014	April 30, 2014	April 30, 2015	July 20, 2014	July 20, 2015 (final)	<p>9. Total Grant Award Amount:</p> <table border="0"> <tr> <td>FY 2013-2014 CFA:</td> <td>\$181,955.00</td> </tr> <tr> <td>FY 2014-2015 CFA:</td> <td>\$181,955.00</td> </tr> <tr> <td>Carry Over:</td> <td>\$ 0.00</td> </tr> <tr> <td>Total:</td> <td>\$363,910.00</td> </tr> </table> <p>10. CFA Annual Report:</p> <p>July 20, 2014 July 20, 2015 (final)</p>	FY 2013-2014 CFA:	\$181,955.00	FY 2014-2015 CFA:	\$181,955.00	Carry Over:	\$ 0.00	Total:	\$363,910.00
October 31, 2013	October 31, 2014																
January 31, 2013	January 31, 2014																
April 30, 2014	April 30, 2015																
July 20, 2014	July 20, 2015 (final)																
FY 2013-2014 CFA:	\$181,955.00																
FY 2014-2015 CFA:	\$181,955.00																
Carry Over:	\$ 0.00																
Total:	\$363,910.00																
<p>This award is contingent upon the contractor agreeing to the terms of award for the grant entitled "Criminal Fine Account Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>																	

**OREGON DEPARTMENT OF JUSTICE
CRIMINAL FINE ACCOUNT (CFA) GRANT AWARD AGREEMENT
2013-2015 CFA GRANT AGREEMENT
CFA-2013-CLACKAMASCO.DAVAP-00025**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Facsimile Number: 503-378-6974

AND: Clackamas County, acting by and through (Grantee)
its District Attorney Office
807 Main Street, Room 7
Oregon City, Oregon 97045-1845

PROJECT START DATE: July 1, 2013

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 137.288, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account, and pursuant to 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received from the Criminal Fine Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. This Agreement will become effective on the date when all required signatures have been obtained, including any necessary approvals.

Section 1.04. Agreement Documents. This Agreement consists of the following documents which are listed in descending order of precedence: this Agreement (except Exhibits and documents which are incorporated herein), 2013 CFA Grant Management Handbook (http://www.doj.state.or.us/victims/pdf/cfa_grant_management_handbook.pdf), 2013-2015 Criminal Fine Account Request for Application ("CFA Application"), 2013-2015 Criminal Fine Account Request for Application ("CFA Application"), Grantee's Application (as defined in Section 2.01), and Exhibit A. 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.

TERMS AND CONDITIONS

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with 2013-2015 CFA funding in the amount of **\$181,955.00** for year one, and **\$181,955.00** for year two; and carryover in the amount of \$ **0.00** for a maximum award of **\$363,910.00** (the "Grant") from the Criminal Fine Account to financially support and assist Grantee's implementation of the following from the Grantee's 2013-2015 Criminal Fine Account Request for Application ("Grantee Application"), 1) Common Goal, Outputs, and Outcome Measures and, if appropriate, Optional Goals, Outputs, and Outcomes Measures (From C of the CFA Application); 2) Policies and Procedures Narrative (Form D of the CFA Application); and 3) the budget forms (Form G-J of the CFA Application, the "Budget"), all of which are incorporated herein by this reference and collectively referred to herein as the "Project".

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the CFA as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05 and 2.06, Grantor shall periodically disburse the Grant money to Grantee. The first installment in the amount of \$ **45,488.75** shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following October 31, January 31 and April 30 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined below or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Money is available in the Criminal Fine Account to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is current in all reporting requirements of all active or prior CFA (previously referred to as Unitary Assessment or UA) grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.04) appropriately describing the expenses for the reporting period;
 - (ii) Grantor has received from Grantee the completed CFA Annual Report (as described in the most recent version of the CFA Grant Management Handbook);
- (d) No default as described in Section 6.03 has occurred; and
- (e) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

"None at this time."

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **June 30, 2015** (the "Availability Termination Date"). Grantor will not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports or on **June 30, 2015**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and as described in OAR 137-078-0041 (1) and in the most recent version of the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with its Project budget and narrative (the "Budget") set forth in the Grantee's Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for any of the following purposes:

- (a) CFA Unallowable Costs as set forth in OAR 137-078-0041(2) and in the most recent version of the CFA Grant Management Handbook;
- (b) To retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement; and
- (c) Any other purpose not authorized by this Agreement.

Section 3.03. Unexpended Grant Money. If any Grant money disbursed to Grantee, or any interest earned by Grantee on the Grant money, are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money in accord with an explanation satisfactory to Grantor as to why the Grant money was not expended and how it will be incorporated into the new fiscal year Program or used in a subsequent grant award, or (ii) some or all of the unexpended Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and

authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee'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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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 Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation. The Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Sections 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than the Availability Termination Date provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Training Requirements.

- (a) Grantee shall comply with the training requirements for CFA funded staff. Grantee shall make provisions to attend the State Victim Advocate Academy training. Grantee shall notify the Department of Justice, Crime Victims' Services Division as to when this requirement is completed by updating the Staff Roster in E-Grants.
- (b) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from Oregon Department of Justice/CVSD.

Section 5.04. Reporting Requirements. Grantee shall submit the following reports as described in the most recent version of the CFA Grant Management Handbook:

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSD E-Grants to Grantor quarterly financial reports.

- (b) Annual Reports. Grantee shall prepare and submit through CVSD E-Grants to Grantor Annual Reports no later than 20 days after the end of the annual grant reporting periods. The Annual Reports will be for the period from the effective date of this Agreement through June 30, 2014; and from July 1, 2014 through the Availability Termination Date, June 30, 2015. The Annual Report includes a Narrative Report; Common and Optional Goals, Outputs, and Outcomes Report; and Statistical Report.

Section 5.05. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.06. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify Grantor promptly after receiving a request for information regarding a recipient of services funded with Grant money.

Section 5.07. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to

Grantee; or

- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions and duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.08. Maintenance, Retention and Access to Records.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and ensure that the funds are not commingled with funds from any other source. All records and documents must be adequately stored and protected from fire, electronic disclosure, and other damage by the Grantee. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of six (6) years following the termination or expiration of this Agreement (OAR 166-300-0015, 0025) for purposes of State of Oregon examination and audit provided, however, that if there are any audit issue, dispute, claim or litigation relating to this Agreement or the Award, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved.
- (b) Access to Records. Oregon Department of Justice/CVSD, the Secretary of State of the State of Oregon, and their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

Section 5.09. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, forward a copy of the finding to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the state, forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency: Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subgrantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Section 5.10. Grant Management Handbook. Grantee shall comply with the terms of the most recent version of the CFA Grant Management Handbook.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Criminal Fine Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such

remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future Criminal Fine Account awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without DOJ's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of the CFA funds. DOJ's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party 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.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor 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 Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee 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 Grantor on the one hand and of the Grantee 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 Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee 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 Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor 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 Grantee on the one hand and of the Grantor 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 Grantee'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.
- (d) 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.

- (e) Indemnification by Subcontractors. Grantee 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 Grantee'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.
- (f) Subcontractor Insurance Requirements. Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS on Exhibit A, attached hereto and incorporated by reference herein, 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 Grantee 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 Grantor. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee 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 Grantee permit a contractor to work under a Subcontract when the Grantee 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 Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.08, Maintenance, Retention and Access to Records; Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

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



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: John S. Foote

Name: John S. Foote

Title: District Attorney

Date: 9-11-13

APPROVED FOR LEGAL SUFFICIENCY

By: Cynthia Byrnes

Title: Assistant Attorney General

Date: via email 9/5/13

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, 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).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency Not required by Agency.

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontractor shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency Not required by Agency.

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

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

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



16

Capt. Chris Hoy
Director

COMMUNITY CORRECTIONS

FIELD SERVICES
1024 MAIN ST. | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Bridges to Change Inc. to provide
Transitional Housing and Mentoring Services for Community Corrections.

Purpose/Outcomes	Transitional Housing and Mentoring Services for Community Corrections
Dollar Amount and Fiscal Impact	The maximum contract value is \$580,476.
Funding Source	General Fund/CCA Grant
Safety Impact	
Duration	Effective October 1, 2013 and terminates on September 30, 2014 with the option to renew for up to four additional one year terms.
Previous Board Action	The Board has approved previous contracts in 2007 and 2009.
Contact Person	Chris Hoy Director – Community Corrections – 655-8866
Contract No.	N/A

BACKGROUND:

Community Corrections provides managed transitional housing and mentoring services for 180+ offenders transitioning from Department of Corrections, A&D treatment and Community Corrections Correctional Facility into the community. Corrections uses an independent contractor to provide the services.

This contract will provide 41 transitional beds for men and women with an additional 15 male dual diagnosis beds at the Haven House. Six mentors support this transition program.

Bridges to Changes was selected through a Request for Proposals (RFP) process. A request for proposals was issued on July 1, 2013. Proposals were received from Bridges to Change and Iron Tribe Networks at the time of closing on July 22, 2013. An evaluation committee reviewed the proposals and, based upon the criteria contained in the RFP, the proposal from Bridges to Change was the one best meeting the needs of the County for this project.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board approval of the contract with Bridges to Changes Inc. to provide Housing and Mentoring Services to Community Corrections.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'CHY', with a long horizontal stroke extending to the right.

Chris Hoy, Director
Community Corrections

Placed on the Agenda of Sept. 26, 2013 by the
Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

September 26, 2013

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of September 26, 2013, approval of a contract with Bridges to Change Inc. to provide Transitional Housing and Mentoring Services for Community Corrections. This contract was requested by Chris Hoy, Director of Community Corrections, extension 8866.

This contractor was selected through a Request for Proposal (RFP) process. A RFP was issued on July 1, 2013. Two responses were received at the time of closing on July 22, 2013: Bridges to Change Inc. and Iron Tribe Networks. Based upon the criteria contained in the RFP, the proposal from Bridges to Change Inc. was the one best meeting the needs of the County for this project.

The amount of this contract is \$580,476. Funds are budgeted in FY 2013/2014. The term of the contract is for one year with the option to renew for up to four (4) additional one year terms with the written approval of both parties.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully requests approval of the contract with Bridges to Change Inc. to provide Transitional Housing and Mentoring Services for Community Corrections. Staff also requests that the Board delegate authority to the Community Corrections Director to sign contract renewals for this project.

Respectfully submitted,

Tom Averett, CPPB
Buyer