

AGENDA

Thursday November 2, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-120

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

A. Health, Housing & Human Services

1. Approval of a Service Agreement with Walgreens Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement – *Health Centers*
2. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Employment Services – *Behavioral Health*
3. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Housing Services – *Behavioral Health*
4. Approval of an Agency Service Contract with Lifeworks NW for Supported Employment Services for Medicaid Clackamas County Residents – *Behavioral Health*
5. Approval of Intergovernmental Revenue Agreement with Oregon Department of Education, Early Learning Division for Kindergarten Partnership and Innovation – *Children, Youth & Families*
6. Approval of Amendment No. 4 of the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Early Learning Hub – *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of the Addendum to the Intergovernmental Agreement between Clackamas County, Building Codes Division and the City of Sandy – *Building Codes Division*
2. Approval of Amendment No. 2 to the Intergovernmental Agreement No. 30447 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of FY 2017 – 2018 Local Subrecipient Grant Agreement For the Children’s Center of Clackamas County – *District Attorney*

III. COUNTY ADMINISTRATOR UPDATE

IV. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html

November 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Service Agreement with Walgreens partnering
with Clackamas County Health Centers Division
in participation with 340B Pharmacy Services Agreement

Purpose/Outcomes	The intent of the Service Agreement is to facilitate Clackamas County Health Centers Division (CCHCD) participation in the federal 340B Drug Program.
Dollar Amount and Fiscal Impact	The Agreement has no maximum value as it will generate revenue for Clackamas County's Federally Qualified Health Center (FQHC). This will enter CCHCD and Walgreens into a "ship to/bill to" arrangement wherein Walgreens will dispense prescription drugs on behalf of CCHCD, and then charge and collect fees for such drugs.
Funding Source	No County General Funds are involved. This is revenue generating through the 340B Drug Program.
Duration	Effective upon signature and terminates after three years from last signature date.
Strategic Plan Alignment	1. Provide patient-centered health center services to vulnerable populations so they can experience improved health. 2. Ensure safe, healthy and secure communities
Previous Board Action	There has been no previous board action on this item.
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	8505

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Service Agreement for the addition of Walgreens Pharmacies that are registered in the 340B Drug Program. Participation in the 340B Drug Program allows the purchase of prescription drugs for CCHCD patients at favorable discounts.

This Agreement is effective upon signature and continues through three years of last signature date. County Counsel approved this Agreement on October 5, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services



340B CONTRACT PHARMACY SERVICES AGREEMENT

#8505

This 340B Contract Pharmacy Services Agreement ("**Agreement**") is made and entered into this 1st day of October, 2017 ("**Effective Date**") by and between County of Clackamas ("**Covered Entity**") and Walgreen Co. ("**Walgreens**").

1. RECITALS

- 1.1. Covered Entity qualifies for and participates in a federal drug discount program established under Section 340B of the Public Health Service Act that requires participating pharmaceutical manufacturers to extend discounted pricing to certain health care providers classified as covered entities;
- 1.2. Covered Entity is authorized: (i) to purchase prescription and non-prescription medications at reduced cost through Section 340B of the Public Health Service Act for outpatients of Covered Entity Locations; and (ii) to contract with a licensed pharmacy to manage and dispense its 340B Drugs;
- 1.3. Covered Entity desires to contract with Walgreens to manage and dispense Covered Entity's 340B Drugs pursuant to Covered Entity's 340B Drug Program; and
- 1.4. Walgreens agrees to manage and dispense Covered Entity's 340B Drugs pursuant to the terms and conditions of this Agreement.
- 1.5. In consideration of the promises, covenants and agreements hereinafter set forth, Covered Entity and Walgreens hereby agree to the following terms and conditions:

2. DEFINITIONS

- 2.1. "**340B Drugs**" means drugs which are "covered outpatient drugs" as defined in Section 1927(k) of the Social Security Act, 42 USC 1396r-8(k)(2), and which are prescribed by an authorized medical provider affiliated with Covered Entity. All 340B Drugs shall be subject to the limiting definition of "covered outpatient drug" set forth in Section 1927(k) of the Social Security Act, 42 USC 1396r-8(k)(3).
- 2.2. "**340B Drug Program**" means the Covered Entity's program to purchase and either dispense or arrange for the dispensing of 340B Drugs to Eligible Patients in accordance with Section 340B of the Public Health Service Act (the "**Act**").
- 2.3. "**Aged Drug**" means a 340B Drug dispensed by Walgreens in an amount less than full package size that has not subsequently been dispensed within ninety (90) days of the date that such 340B Drug was last dispensed by any Pharmacy Location. Notwithstanding the foregoing, the parties acknowledge and agree Aged Drugs shall not apply to specialty Pharmacy Locations.
- 2.4. "**Average Wholesale Price**" or "**AWP**" means the Average Wholesale Price for each drug product in the database as defined by MediSpan or another nationally recognized source used by Walgreens.
- 2.5. "**Contracted Rate**" means the contracted and/or agreed upon reimbursement rate between Walgreens and the applicable Private Insurer and includes any Taxes, Eligible Patient co-pay, or other

amounts that may be due from an Eligible Patient or Private Insurer or arise out of the coordination of benefits, as applicable. The Contracted Rate is Walgreen's proprietary and confidential information; therefore, Covered Entity acknowledges and agrees that it will not request, and Walgreens will not provide, the Contracted Rate or any information which may disclose or enable the Covered Entity to determine the Contracted Rate.

- 2.6. **"Covered Entity Location(s)"** means those individual Covered Entity Locations listed on the HRSA web-site pursuant to an executed enrollment or registration form which authorizes Covered Entities to contract with a licensed pharmacy to manage and dispense 340B Drugs. Covered Entity Locations shall only be eligible under this Agreement for so long as such locations are registered and identified as active in the HRSA 340B database.
- 2.7. **"DHHS"** means the United States Department of Health and Human Services.
- 2.8. **"Eligible Patient(s)"** means those Covered Entity outpatients who Covered Entity determines are eligible to purchase and/or receive 340B Drugs from Covered Entity Locations, subject to the limiting definition of "Patient" set forth in 61 Federal Register 55156 (1996), as the same may be modified or amended. All Covered Entity patients who are Medicaid beneficiaries and for whom claims for pharmaceuticals are reimbursable by a state fee-for-service Medicaid program are expressly excluded from this definition.
- 2.9. **"HRSA"** means the Health Resources and Services Administration.
- 2.10. **"Inventory Replenishment Rate"** means the amount due Walgreens for each 340B Drug dispensed by Walgreens but for which Walgreens does not receive replenishment from the Supplier. The Inventory Replenishment Rate will be determined in accordance with Exhibit A.
- 2.11. **"Manufacturer"** means any pharmaceutical manufacturer of 340B Drugs purchased by Covered Entity and delivered to Walgreens via Supplier pursuant to the terms of this Agreement.
- 2.12. **"NDC-11"** means a medication's unique 11-digit number containing: (i) the labeler code assigned by the Food and Drug Administration; (ii) the product code; and (iii) the package size of the pharmaceutical product.
- 2.13. **"Non-Eligible 340B Drugs"** means drugs (based upon the NDC-11) that are not a 340B Drug, on the 340B Price File, and/or eligible for the 340B Drug Program.
- 2.14. **"Pharmacy Location"** means the specific pharmacy location(s) referenced in Exhibit B, which may include retail, mail order/online, and specialty pharmacies. Walgreens shall provide Covered Entity with written notice of any change in the specific pharmacy locations through which Walgreens manages and dispenses medications pursuant to Covered Entity's 340B Drug Program. The notice shall be accompanied by an updated Exhibit B reflecting such change(s), and shall identify the effective date of the change(s), which shall not be less than thirty (30) days following the issuance of the notice. Unless Covered Entity provides Walgreens with written notice of objection to the change(s) prior to the effective date specified in the notice, the term "Pharmacy Location" shall be deemed to refer to the pharmacy locations listed on the updated Exhibit B as of that effective date and Covered Entity shall cooperate with Walgreens in posting the revised list of Pharmacy Locations with HRSA. For purposes of clarity, the parties acknowledge and agree that the pharmacy locations listed in Exhibit B are contract

pharmacies for purposes of HRSA's contract pharmacy guidelines (75 Federal Register 10272 (2010)), and as such they may be utilized to manage and dispense medications pursuant to Covered Entity's 340B Drug Program. The Pharmacy Locations shall only be available to provide 340B Pharmacy Services for so long as such locations are registered and identified as active in the HRSA 340B database.

2.15. **"Prescriber List"** means the list of prescribers eligible to write prescriptions for 340B Drugs under the terms of this Agreement and the 340B Drug Program.

2.16. **"Price File"** means the list of 340B Drugs and associated pricing available from the Supplier.

2.17. **"Private Insurer"** means the third-party payor responsible: (i) for an Eligible Patient's prescription coverage; and (ii) to reimburse Walgreens the Contracted Rate for pharmacy services. Covered Entity acknowledges and agrees that absent a request from Covered Entity to remove a Private Insurer from Covered Entity's 340B Drug Program, all Private Insurers with whom Walgreens is in-network may be included in Covered Entity's 340B Drug Program. Private Insurer does not include a state fee-for-service Medicaid program. Walgreens shall not be obligated to identify the Private Insurer to Covered Entity for any 340B transaction.

2.18. **"Report"** means the report(s) available to Covered Entity via Walgreens' online reporting and tracking system that describes activity pertaining to Walgreens' provision of 340B Pharmacy Services and Inventory Maintenance Services. Covered Entity acknowledges availability of the Report is conditioned upon Supplier maintaining an Electronic Data Interchange with Walgreens during the applicable Report period.

2.19. **"Slow Moving Drug"** means a 340B Drug dispensed by Walgreens that has not reached a full package size within one hundred eighty (180) days from the date that the 340B Drug was initially dispensed by any Pharmacy Location. Notwithstanding the foregoing, the parties acknowledge and agree Slow Moving Drugs shall not apply to specialty Pharmacy Locations.

2.20. **"Supplier"** means the pharmaceutical manufacturer, supplier, or drug wholesaler that has entered into a written agreement with Covered Entity to provide 340B Drugs to Walgreens via a ship-to, bill-to arrangement.

2.21. **"Tax"** means any sales tax, imposition, assessment, excise tax or other government levied amount based on Walgreens' retail sales of prescriptions to Covered Entity's patients either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, or charge otherwise titled or styled. It includes any tax in existence or hereafter created whether or not the bearer of the tax is the retailer or consumer.

2.22. **"Usual and Customary Charge"** means the amount charged by the Pharmacy Location at the time of dispensing of a pharmaceutical product or service to a customer with no coverage by a third party payor, exclusive of: (i) Tax; (ii) discounts claimed; or (iii) discounts provided for prescription drug savings card or other similar discounts.

3. COVERED ENTITY RESPONSIBILITIES

3.1. Patient Eligibility Verification. Covered Entity prescribers will provide all Eligible Patients with a valid prescription as required by law which will contain, but not necessarily be limited to, the applicable Covered Entity Location name, address and identification number, the eligible prescriber's name, and the Eligible Patient's full name. The prescription must be written or sent to Walgreens by an individual on the Prescriber List. Covered Entity may also provide each Eligible Patient whose prescriptions are not reimbursable by a Private Insurer with a voucher or similar document that sets forth the amount that Walgreens shall collect from the Eligible Patient at the time of dispensing. In addition, Covered Entity will provide Walgreens (or an entity designated by Walgreens) with: (i) the Prescriber List on a mutually agreed upon frequency; (ii) either (a) a mutually agreed upon unique identifier affixed to prescriptions, or (b) an electronic file of Covered Entity's patients that contains the data elements agreed to by the parties, updated a minimum of one time each day via electronic interface and subject to the terms of the Business Associate Addendum, attached hereto as Exhibit C; and (iii) any other patient eligibility information agreed to by the parties. The information described herein, as mutually agreed by the parties, and that Covered Entity provides to Walgreens or its delegate, will establish patient eligibility and serve as evidence of Covered Entity's authorization for Eligible Patients to receive 340B Drugs ("Authorization"). In the event that at any time during the term of this Agreement Walgreens does not receive the information necessary to establish Authorization, Walgreens shall not be obligated to perform under this Agreement, including its obligations to provide 340B Pharmacy Services or Inventory Maintenance Services (except with respect to any 340B Drugs already dispensed by Walgreens), until such time as Walgreens receives the necessary Authorization information.

3.2. Supplier. Covered Entity acknowledges and agrees that establishing a successful replenishment process with the Supplier is essential to this Agreement and Walgreens' provision of 340B Pharmacy Services and Inventory Maintenance Services. Covered Entity will use best efforts to establish and maintain a Supplier arrangement agreeable to Walgreens. Concurrent with the Effective Date or as soon as reasonably practicable thereafter, Covered Entity shall provide Walgreens with written notice of the identity of the Supplier. Covered Entity shall not utilize any Supplier to which Walgreens reasonably objects. In the event that at any time during the term of this Agreement Walgreens is unable to successfully place an order with Supplier for replacement 340B Drugs or reasonably believes such orders shall not be replenished by Supplier, Walgreens shall not be obligated to perform its obligations under this Agreement, including its obligations to provide 340B Pharmacy Services or Inventory Maintenance Services (except with respect to any 340B Drugs already dispensed by Walgreens), until such time as Walgreens is able to place a successful order for replenishment.

3.3. Orders and Payment to Supplier. Covered Entity shall purchase 340B Drugs through a written contract with Supplier and will ensure that Supplier: (i) bills Covered Entity for such 340B Drugs; and (ii) ships such 340B Drugs to the applicable Pharmacy Location. Covered Entity will notify Walgreens at least one hundred twenty (120) calendar days prior to any change in the Supplier used to provide 340B Drugs hereunder. In the event Covered Entity fails to notify Walgreens of a change in Supplier as required herein: (i) Covered Entity will reimburse Walgreens in accordance with the Usual and Customary Charge for any pharmaceuticals dispensed by Walgreens after the effective date of such change; and (ii) Walgreens will not reverse any claim or make adjustments to its Invoices due to changes in the Supplier. The parties further agree that:

- 3.3.1. For each 340B Drug dispensed that reaches depletion at a full package size, Walgreens will order from Supplier (on behalf of Covered Entity) replacement 340B Drugs with the same NDC-11 as the 340B Drug dispensed. Covered Entity, through Supplier, will ensure that such replacement 340B Drugs are delivered by Supplier to the applicable Pharmacy Location.
 - 3.3.2. Covered Entity shall promptly review the Report and notify Walgreens of any discrepancies between the information contained on the Report and the amount billed to Covered Entity by the Supplier. Upon request from Walgreens, Covered Entity will promptly provide Walgreens with copies of Supplier invoices pertaining to 340B Drugs received by Walgreens.
 - 3.3.3. Covered Entity will establish account numbers with Supplier for each Pharmacy Location and otherwise ensure that each such location may order and receive deliveries of replenishment 340B Drugs from Supplier.
 - 3.3.4. Covered Entity will make timely payments to Supplier in accordance with the terms of Covered Entity's written agreement with Supplier.
 - 3.3.5. Covered Entity will hold title to replacement 340B Drugs from the time Supplier fills an order from Walgreens made on behalf of Covered Entity until the time that Walgreens takes delivery of such drugs at the applicable Pharmacy Location, at which time title shall pass to Walgreens.
- 3.4. Price File. Walgreens will endeavor to obtain the Price File from Supplier. Covered Entity acknowledges and agrees that: (i) if for any reason Walgreens is unable to obtain the Price File from Supplier, Covered Entity will provide the Price File to Walgreens upon request from Walgreens; and (ii) Walgreens may rely on all information set forth on any Price File that Walgreens receives. In the event that Covered Entity fails to comply with the requirements of this Section 3.4, Walgreens will not retroactively adjust claims.
- 3.5. Changes with Benefit Design. Covered Entity will notify Walgreens at least sixty (60) calendar days prior to any changes to the amount that Walgreens shall collect at the time of dispensing from each Eligible Patient whose prescription is not reimbursable by a Private Insurer.
- 3.6. Patient Choice. Covered Entity will inform Eligible Patients that they are free to choose a pharmacy provider of their choice and, at its discretion, advise Eligible Patients that they may be eligible for a discount on certain prescription drugs at Covered Entity's authorized 340B pharmacy locations.
- 3.7. Compliance with Laws. Covered Entity's compliance with laws shall include establishing appropriate control procedures to ensure that only Eligible Patients receive 340B Drugs from Covered Entity's authorized 340B pharmacy locations. In addition, Covered Entity represents and warrants that it has received all necessary approvals of its 340B Drug Program and this Agreement from the applicable State Board of Pharmacy and as otherwise required by applicable laws and regulations. Covered Entity agrees to execute any documents Walgreens deems reasonably necessary to effectuate the terms of this Agreement, including the provision of 340B Pharmacy Services and Inventory Maintenance Services, consistent with applicable law.
- 3.8. Product Warranty. Upon request from Walgreens and to the extent it is reasonably able to do so, Covered Entity shall pass through to Walgreens all applicable benefits under any and all manufacturer warranties and indemnification obligations with respect to any merchandise which Walgreens receives to replenish its inventory of 340B Drugs dispensed to Eligible Patients. Upon request

from Walgreens, Covered Entity will obtain from the Supplier a certificate of insurance for product liability, continuing guarantee and indemnification for 340B Drugs. Covered Entity will use commercially reasonable efforts to ensure that the Supplier obtains from all merchandise manufacturers an assumption of responsibility and the defense and indemnification of Covered Entity and Walgreens in connection with 340B Drugs, the packaging thereof, and any related materials for third party claims made against Covered Entity and Walgreens. In addition, Covered Entity will use commercially reasonable efforts to ensure the Supplier complies with the applicable rules and regulations as promulgated by the U.S. Food and Drug Administration, and any other applicable federal, state and local laws and regulations in effect as of the Effective Date of this Agreement or as enacted or adopted during the term hereof, with respect to title and transfers thereof to the merchandise.

3.9 Medicaid Managed Care. In the event that Covered Entity elects to exclude claims for pharmaceuticals reimbursable by Medicaid managed care plans from its 340B Drug Program, Covered Entity will notify Walgreens in writing of the BIN, PCN and group number for each such plan that Covered Entity wants to exclude. Covered Entity acknowledges and agrees that Covered Entity is solely responsible for: (i) identifying Medicaid managed care plans and providing the corresponding BIN, PCN and group numbers to Walgreens; (ii) any errors in the information provided to Walgreens; and (iii) any and all consequences of excluding claims that are reimbursable by plans that correspond to the BIN, PCN and group numbers provided to Walgreens. In such event, the term "Eligible Patient" shall also exclude all Covered Entity patients who are Medicaid beneficiaries and for whom claims for pharmaceuticals are reimbursable by a Medicaid managed care program, and the term "Private Insurer" shall not include a state fee-for-service Medicaid or Medicaid managed care program.

4. WALGREENS' SERVICES AND RESPONSIBILITIES

4.1. 340B Pharmacy Services. Upon receipt of an Authorization, Walgreens shall render to Eligible Patients all professional advice and comprehensive pharmacy services customarily provided by it to its patients or as otherwise required by law ("**340B Pharmacy Services**"). Eligible Patients may receive 340B Pharmacy Services from any Pharmacy Location as requested by the Eligible Patient, subject to Private Insurer benefit and coverage information and Walgreens' customary business practice. Walgreens agrees to render 340B Pharmacy Services as herein provided in accordance with the rules and regulations of the applicable State Board of Pharmacy and all applicable federal laws and regulations. It is expressly understood that relations between an Eligible Patient and Walgreens shall be subject to the rules, limitations, and privileges incident to the pharmacy-patient relationship. Walgreens shall be solely responsible, without interference from Covered Entity or its agents, to said Eligible Patient for pharmaceutical advice and service, including the right to refuse to serve any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.

4.2. Withholding of Walgreens Services. Notwithstanding any provision to the contrary, Covered Entity acknowledges and agrees that Walgreens may withhold dispensing of a 340B Drug to an Eligible Patient for good cause, including but not necessarily limited to, the Eligible Patient's failure to pay for services rendered (e.g., patient payment responsibility amounts); requests by Eligible Patient for quantities of drugs in excess of prescribed quantities or refill limitations; or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.

4.3. Inventory Maintenance Services. Walgreens shall provide the 340B Drug inventory maintenance services set forth herein with respect to Covered Entity ("**Inventory Maintenance Services**"). Each 340B Drug shall be dispensed from a Pharmacy Location's customarily maintained non-340B-priced inventory at the 340B price and shall be replenished with 340B-priced inventory with the same NDC-11 as the drug dispensed. The Inventory Maintenance Services provided by Walgreens hereunder will include the following:

- 4.3.1. In accordance with Section 3.3 of this Agreement, including sub-parts, for each 340B Drug that reaches depletion at a full package size, Walgreens will order 340B Drugs from the Supplier on behalf of the applicable Covered Entity Location in order to replenish the 340B Drugs dispensed to Eligible Patients by Walgreens.
- 4.3.2. Covered Entity will reimburse Walgreens the Inventory Replenishment Rate for any 340B Drugs which Walgreens cannot or does not receive at the NDC-11 level replenishment from the Supplier for a period greater than forty-five (45) calendar days from the original date of an order fulfillment attempt by the Supplier ("**Overdue Drug**").
- 4.3.3. Walgreens may block the dispensing of any 340B Drugs on the Price File that Walgreens determines it is unable to manage and dispense due to logistical and/or operational constraints ("**Blocked Drug**"). In addition, Walgreens may require Covered Entity to remove Blocked Drugs from the Price File or discontinue prescribing such drugs for their 340B Drug Program. Covered Entity acknowledges that any 340B Drugs dispensed prior to becoming a Blocked Drug shall be subject to the Aged Drug or Slow Moving Drug replenishment process, as applicable. In the event a Covered Entity prescriber writes a prescription for a Blocked Drug, Covered Entity acknowledges and agrees such prescription shall be considered a Non-Eligible 340B Drug and Walgreens may collect the Usual and Customary Charge from the patient.
- 4.3.4. Covered Entity will reimburse Walgreens the Inventory Replenishment Rate for Aged Drugs and Slow Moving Drugs.

4.4. Tracking System. Walgreens maintains proprietary electronic tracking software that is capable of tracking 340B Drugs received from the Supplier, preventing the diversion of 340B Drugs to individuals who are not Eligible Patients, and verifying that such diversion has not occurred ("**340B Complete**[®]"). 340B Complete[®] shall be able to provide comparisons of Eligible Patient prescriptions and dispensing records and a comparison of 340B Drug purchasing and dispensing records. Walgreens will reasonably cooperate with Covered Entity to address any potential irregularities detected in 340B Complete[®] and will make adjustments to 340B Complete[®] that are reasonably necessary to prevent diversion of 340B Drugs to individuals who are not Eligible Patients. Notwithstanding the foregoing, however, Covered Entity acknowledges and agrees it is the sole responsibility of the Covered Entity to review the Report and information available in 340B Complete[®] to confirm that no diversion has occurred and that the Report and 340B Complete[®] are tools provided by Walgreens to assist Covered Entity in that review. Covered Entity agrees to report any suspected instance of diversion to Walgreens within forty-five (45) days from the end of the month in which the prescription was dispensed and upon the mutual agreement of the parties, Walgreens shall make adjustments to the claim (e.g., reclassify the product as a Non-Eligible 340B Drug).

4.5. Inventory Reconciliation. On a monthly basis, Walgreens will reconcile 340B Drug inventory using the information available in the Report and 340B Complete[®], and make any necessary financial or accumulator adjustments as described below ("**Reconciliation**"). Reconciliation shall be conducted at the NDC-11 level and only apply with respect to pharmaceuticals that have reached full package size, or

are an Aged Drug or Slow Moving Drug, and for which Walgreens has or should have received replenishment from the Supplier.

4.5.1. *Non-Eligible Patients and Excess Replenishment.* In the event Walgreens determines that 340B Drugs have been dispensed to non-Eligible Patients or that the quantity of 340B Drugs provided to Walgreens exceeds the quantity of 340B Drugs dispensed to Eligible Patients hereunder, Walgreens will adjust the virtual inventory so that such excess is applied against existing or future 340B Drug prescriptions dispensed hereunder. If such inventory credits are not depleted by subsequent 340B dispenses from Pharmacy Locations, Walgreens will reimburse Covered Entity for such remaining drugs in accordance with the 340B Drug price as set forth on the Price File. If Walgreens determines that the 340B Drug price as set forth on the Price File is less than the amount the Manufacturer would charge Walgreens at non-340B Drug Program rates, Walgreens will also reimburse the Manufacturer the difference between such amounts. With respect to adjustments made for dispenses of 340B Drugs to non-Eligible Patients, the following additional financial adjustments will apply:

4.5.1.1. *Non-Eligible Patients With a Private Insurer.* The drugs associated with the adjusted claim(s) shall be considered Non-Eligible 340B Drugs and Covered Entity shall not receive any amounts arising out of the Contracted Rate. To the extent Covered Entity previously received, or was credited for, any amounts arising out of the Contracted Rate, Covered Entity shall immediately remit such amounts to Walgreens or forfeit such credits.

4.5.1.2. *Non-Eligible Patients Without a Private Insurer.* The drugs associated with the adjusted claim(s) shall be considered Non-Eligible 340B Drugs and Covered Entity shall reimburse Walgreens the difference between the Usual and Customary Charge and any amounts Walgreens has already received with respect to such Non-Eligible 340B Drugs.

4.5.2. *Deficient Replenishment:* In the event Walgreens determines that the quantity of 340B Drugs provided to Walgreens is less than the quantity of 340B Drugs dispensed to Eligible Patients hereunder, Walgreens will notify Covered Entity and Covered Entity will instruct the Supplier to provide 340B Drugs to Walgreens. If, for whatever reason, the Supplier is unable to provide 340B Drugs as the 340B Drug ordered hereunder, Covered Entity will reimburse Walgreens for said drugs at the Inventory Replenishment Rate.

4.6. Insurance. Walgreens will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, insurance for general and professional liability and such other insurance as may be necessary to insure Walgreens, its employees, and agents against any claim or claims for damages arising directly or indirectly in connection with Walgreens' negligent performance of any services under this Agreement, and the use of any property or facilities provided by Walgreens. Walgreens' insurance information is available at www.walgreens.com/insurance.

4.7. Specialty Pharmacy Services. Walgreens shall provide separate Inventory Maintenance Services for the specialty Pharmacy Locations. Covered Entity acknowledges and agrees Walgreens shall not accumulate inventory among specialty Pharmacy Locations for purposes of placing replenishment orders. Walgreens will maintain separate tracking for the specialty Pharmacy Locations in 340B Complete® and conduct separate Reconciliations for the specialty Pharmacy Locations. Claims for drugs

dispensed from the specialty Pharmacy Locations will only be designated as 340B Drug claim(s) in the event that Walgreens receives: (i) an Authorization; (ii) reimbursement from the third-party prescription insurance plan at Walgreens' Contracted Rate; and (iii) replenishment 340B priced pharmaceuticals from the Supplier.

5. REIMBURSEMENT AND BILLING

5.1. Invoice for Services. Walgreens will invoice Covered Entity on a monthly basis for all amounts arising under this Agreement during the previous calendar month ("Invoice"). The Invoice will identify: (i) the number of prescriptions dispensed hereunder; (ii) any amounts due Walgreens including any and all fees, costs, charges, or reimbursement amounts, including but not necessarily limited to any amount arising out of the Tax, changes in the Supplier, Overdue Drugs, Aged Drugs, Slow Moving Drugs, 340B Pharmacy Services, Inventory Maintenance Services and a Reconciliation ("Walgreens Balance"); and (iii) any amounts due Covered Entity arising out of a Reconciliation or Exhibit A, if applicable ("Covered Entity Balance").

5.2. Monthly Payments. If the Walgreens Balance is less than the Covered Entity Balance, Walgreens shall pay Covered Entity the difference between such amounts within thirty (30) calendar days from the Invoice date. Walgreens' payment to Covered Entity shall be made via electronic funds transfer or to the location set forth in Section 8.11 of this Agreement. If the Covered Entity Balance is less than the Walgreens Balance, Covered Entity shall pay Walgreens the difference between such amounts within thirty (30) calendar days from the Invoice date.

5.3. Late Payment Charge. Covered Entity is solely responsible for all payments required herein and shall at no time withhold payment due Walgreens, nor pay an amount less than that billed by Walgreens on the Invoice. All sums owed to Walgreens by Covered Entity will bear interest of one and one-half percent (1.5%) per month from the date payment is due until paid; however, in no event will such interest rate be greater than the rate permitted by law. Covered Entity is solely responsible for any and all costs associated with Walgreens' collection of any delinquent amounts.

5.4. Payment for Private Insurer Coverage. For those Eligible Patients whose prescriptions are reimbursable by a Private Insurer, Walgreens is responsible to process and bill such Private Insurer at the existing Contracted Rates.

5.5. Over/Underpayments. In the event Covered Entity believes that it has made an overpayment, Covered Entity shall immediately notify Walgreens and provide a complete explanation thereof with specific details and documentation to support any claim of overpayment. Upon review and acceptance by Walgreens of such overpayment, Walgreens will pay Covered Entity an amount equal to the overpaid amount within thirty (30) calendar days of Walgreens' written acceptance of such overpayment. If Walgreens believes that Covered Entity made any underpayments to Walgreens, Walgreens shall immediately notify Covered Entity and provide a complete explanation thereof with specific details and documentation to support any claim of underpayment. Upon review and acceptance by Covered Entity of such underpayment, Covered Entity will pay Walgreens an amount equal to the underpaid amount within thirty (30) calendar days of Covered Entity's written acceptance of such underpayment. Except for verified amounts arising out of any audit or Reconciliation permitted by this Agreement, or as otherwise required by law, all claims of overpayment or underpayment must be made within one hundred eighty (180) calendar days after payment is due.

6. AUDITS AND RECORDS

6.1. Audit by DHHS or Manufacturer. Both parties understand that, under Section 340B(a)(5)(C) of the Act, records that directly pertain to compliance with the Act are subject to audit by the Manufacturer and DHHS. The parties further understand that DHHS has published guidelines for such audits. Each party agrees to cooperate with such audits and to comply with applicable provisions of the audit guidelines and amendments thereto that may be published from time to time. Walgreens and Covered Entity understand and agree that a copy of this Agreement will be provided, upon request, to the Manufacturer; provided that the Manufacturer has signed a purchasing agreement with DHHS. In the event either party hereto receives such a request, it shall immediately inform the other party. Covered Entity acknowledges and agrees that Walgreens may, in its sole discretion, delete and/or redact all Walgreens confidential and proprietary information set forth herein prior to the release of this Agreement.

6.2. Covered Entity Records. Covered Entity shall maintain customary records relating to its responsibilities under this Agreement, including but not limited to eligibility records for patients and payment information regarding the services provided by Walgreens hereunder, for the periods required by law and shall make such records available to Walgreens.

6.3. Walgreens Records. Walgreens shall maintain customary business and pharmacy records relating to its responsibilities under this Agreement, including without limitation prescription dispensing records regarding Eligible Patients, payments received from Eligible Patients and Covered Entity, and 340B Drug ordering, receiving, and dispensing information ("**Walgreens Records**") in an accessible and auditable form, separate from the records of Walgreens' other operations, and in full compliance with all applicable state and federal laws, rules and regulations. Walgreens Records shall be maintained by Walgreens for such period as is required by applicable law. Notwithstanding the foregoing, unless otherwise provided for elsewhere in this Agreement or required by federal and state laws and regulations, Walgreens Records shall not include Walgreens' usual and customary pricing data, any other financial and administrative records not related to Walgreens responsibilities under this Agreement, or any proprietary or confidential information related to Private Insurers or the Contracted Rate, including but not limited to the identity of a Private Insurer by claim.

6.4. Covered Entity Audits. During normal working hours and upon fifteen (15) business days advance written notice to the address set forth in Section 8.11, below, Walgreens shall permit Covered Entity access to review Walgreens Records in order to confirm that no diversion of 340B Drugs to non-Eligible Patients and no duplicate discounts have occurred ("**Audit**") and also the right to make photocopies of Walgreens Records. Walgreens acknowledges that Covered Entity may contract with an independent outside auditor with experience auditing pharmacies to conduct the Audit. Covered Entity shall provide Walgreens with advance notice of the identity of any such independent outside auditor and shall not utilize any such auditor to which Walgreens has reasonable objection. Covered Entity shall conduct no more than one Audit per calendar year. The parties acknowledge and agree that in no event shall Audit findings or conclusions be based upon either statistical sampling or extrapolation. Nothing in this paragraph shall be construed to prevent or limit: (i) an audit originated by Manufacturer, DHHS, HRSA, or as otherwise required by law; or (ii) review of the Report by Covered Entity or an Audit of the information contained therein.

6.5. Compliance Violations. In the event that Covered Entity determines that 340B Drug diversion or duplicate discounts have occurred or that it is otherwise unable to comply with its responsibility to ensure compliance with the 340B Drug Program, then it must take immediate remedial action to assure compliance and notify the Office of Pharmacy Affairs regarding such compliance problems and actions taken to remedy those problems.

7. TERM AND TERMINATION

7.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for a three (3)-year period thereafter, unless terminated earlier as provided herein.

7.2. Implementation of this Agreement. Covered Entity and Walgreens will establish a mutually agreed upon implementation schedule, which may include implementing 340B Drugs, Pharmacy Locations, Covered Entity Locations, and eligible prescribers on a rolling basis. The implementation schedule will be documented in an email or other written communication between the parties. Walgreens' obligation to provide services hereunder, including but not limited to 340B Pharmacy Services and Inventory Maintenance Services, will commence upon the applicable date(s) set forth in the implementation schedule established by the parties ("**Implementation Date(s)**"). Individual Pharmacy Locations will only be implemented after they are registered and identified as active in the HRSA 340B database. Unless otherwise mutually agreed upon by the parties, 340B claims will not be processed retroactively for the period preceding the applicable Implementation Date(s); provided that in no event shall any claims be processed retroactively for the period preceding the HRSA effective date.

7.3. Termination. Either party may immediately terminate this Agreement at any time upon written notice to the other party in the event any of the following occurs:

- 7.3.1. The omission or the commission by the other party of any act or conduct for which its authority to provide services may be revoked or suspended by any governmental or administrative body (whether or not such suspension or revocation actually occurs);
- 7.3.2. The other party becomes insolvent or bankrupt;
- 7.3.3. It is determined by the terminating party that the other party lacks any federal, state, or local license, permit, or approval, including, without limitation, certificate of need approval required for the services and operations contemplated by this Agreement or that such services and operations or the arrangements set forth in this Agreement may be inconsistent with, or subject a party to, potential negative consequences under any provision of federal or state law regulating the services contemplated by this Agreement or the arrangements between the parties as set forth herein; or
- 7.3.4. There is a material breach of the Agreement by the other party, which includes, but is not limited to, non-payment by Covered Entity of any required fees and/or reimbursement amounts within the time frames set forth in this Agreement.

7.4. Termination without Cause. Notwithstanding any provision to the contrary, either party may terminate this Agreement at any time and without cause upon thirty (30) calendar days' prior written notice to the other party. In addition, either party may terminate any or all of the Pharmacy Locations at any time and without cause upon thirty (30) days' prior written notice to the other party. Termination of such locations shall not be deemed a termination of the remaining Pharmacy Locations or of this Agreement.

7.5. Suspension. Either party may suspend this Agreement or any portion thereof (including but not limited to, any 340B Drugs, Pharmacy Locations, Covered Entity Locations, and eligible prescribers) at any time either: (i) without cause upon thirty (30) calendar days' prior written notice to the other party; or (ii) for material breach immediately upon written notice to the other party. Further, in the event any Pharmacy Location or Covered Entity Location is not properly registered and identified as active in the HRSA 340B database, such locations will be automatically suspended under this Agreement until such time as they are properly registered and identified as active. In the event the Agreement or any portion thereof is suspended, the parties shall document (in an email or other written communication) their mutual agreement to reinstate the Agreement, or portion thereof, prior to such reinstatement.

7.6. Effect of Termination or Suspension. Upon termination or suspension of this Agreement, Walgreens will provide Covered Entity with an Invoice, which will include those drugs dispensed under the 340B Drug Program which have not been replenished as of the termination or suspension effective date. Covered Entity will reimburse Walgreens for those pharmaceutical products at the Inventory Replenishment Rate, and all other amounts identified on the Invoice, within thirty (30) days of receipt of the Invoice. Walgreens will remit to Covered Entity any amounts due Covered Entity identified on the Invoice following termination or suspension. Termination or suspension will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination or suspension.

8. GENERAL PROVISIONS

8.1. Advertising. Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: (i) Covered Entity may use the name and the addresses of Walgreens in Covered Entity's informational brochures or other publications Covered Entity provides to its patients or potential patients; and (ii) Walgreens may use Covered Entity's name, trademark, service mark, and/or symbols to inform patients and the general public that Walgreens is a pharmacy contracted for the dispensing of 340B Drugs to Eligible Patients. Any other reference to Walgreens in any Covered Entity materials must be pre-approved, in writing, by Walgreens.

8.2. Assignment. Neither party may assign or otherwise transfer its rights, obligations, and/or duties under this agreement without the prior written consent of the other party; provided that Walgreens may assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company. Any permitted assignee will assume all obligations of Walgreens under this Agreement. No assignment will relieve Walgreens of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon Walgreens, its respective successors and permitted assignees. Covered Entity may not assign this Agreement without the prior written consent of Walgreens.

8.3. Confidentiality. The parties agree to protect the confidentiality of each other's records and business information disclosed to them and not to use such information other than as necessary and appropriate in connection with performance of this Agreement. Each party acknowledges that disclosure of confidential information of the other would cause the other party irreparable harm and may, without limiting the remedies available for such breach, be enjoined at the instance of the harmed party. Upon termination of the Agreement, each party agrees to cease use of the other's information and to return it, or destroy it, as appropriate. The parties further agree that: (i) the negotiations of the terms of this Agreement and the entire Agreement are confidential; and (ii) they may disclose, on an as

needed basis, the terms of this Agreement only to their employees (including employees of affiliates) and contractors, and as otherwise necessary and appropriate in connection with the performance of this Agreement or as required by law. Nothing in this paragraph shall be construed to prevent either party from providing a copy of this Agreement to the Manufacturer or DHHS upon their request.

8.4. Delegation. Walgreens may delegate or subcontract the performance of any obligation agreed to be performed by Walgreens hereunder to a related entity, contractor, or subcontractor, provided that as a condition precedent to such delegation or subcontract, all services or other activities performed by such entity, contractor or subcontractor shall be consistent with and comply with Walgreens' obligations under this Agreement.

8.5. Dispute Resolution. The parties shall attempt to resolve any dispute or claim arising out of the interpretation of or performance under this Agreement through informal discussions. When a dispute arises, either party may submit a written complaint to the other party describing and proposing the manner of resolving that dispute. The party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within thirty (30) calendar days upon receipt of such complaint. If the claim or dispute cannot be resolved through informal discussions, the claimant may bring a legal action in a court of competent jurisdiction to adjudicate its claim or to enforce or interpret any part of this Agreement.

8.6. Enforceability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected or impaired thereby.

8.7. Entire Agreement. This Agreement represents the entire understanding of the parties and supersedes any previous contract. Each party hereto warrants and represents that there are no other agreements or understandings between the parties, either oral or written, relating to the subject matter of this Agreement. Any amendments and/or modifications to this Agreement shall be in writing and will become effective and binding upon execution by authorized representatives of the parties hereto.

8.8. Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

8.9. Indemnification. Each party shall indemnify, defend, and hold harmless the other party from and against all third party claims, damages, causes of action, costs or expense, including court costs, which may arise as a result of the indemnifying party's negligent performance of or failure to perform, any term or condition of this Agreement. The obligation to indemnify shall survive termination of this Agreement regardless of the reason for termination.

8.10. Independent Contractor. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between the parties hereto other than that of independent entities contracting solely for the purposes of effecting the provisions of this Agreement. Neither of the parties shall be construed to be the partner, co-venturer, or employee or representative of the other party.

8.11. **Notice.** Any notice required or given under this Agreement shall be provided in writing sent by U. S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt, to the addresses of the parties as set forth below:

COUNTY OF CLACKAMAS
2051 KAEN ROAD
SUITE 367
OREGON CITY, OR 97045
ATTN: ED JOHNSON
ADMINISTRATION & FINANCIAL
SERVICES MANAGER

WALGREEN CO.
104 WILMOT ROAD, MS-1446
DEERFIELD, IL 60015
ATTN: 340B LEGAL
J. RANDALL RICHARDS, SENIOR COUNSEL

AND SEND VIA EMAIL TO:
HealthLawLegalNotices@Walgreens.com

Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

8.12. **Patient Privacy and HIPAA Compliance.** The parties recognize that each may be a healthcare provider and a covered entity within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA"). The parties agree to protect and respect the patient's right to privacy and confidentiality concerning their medical and pharmaceutical records, and to protect all individually identifiable health information as protected health information from misuse or disclosure, in compliance with all applicable state and federal law. Without limiting the generality of the foregoing, the parties agree to use patient-specific information: (i) only for permitted treatment, billing and related record-keeping purposes; or (ii) as otherwise permitted by law. In the event that any patient information created, maintained or transmitted in connection with this Agreement is to be transmitted electronically, the parties agree that they shall comply in all respects with the requirements of HIPAA governing electronic transmission of individually identifiable patient information. Failure by either party to abide by these requirements shall be a basis for immediate termination of this Agreement.

8.13. **Regulatory Compliance.** Each party agrees to comply with applicable federal and state laws and regulations. Covered Entity and Walgreens mutually acknowledge that their intent in entering into this Agreement is solely to facilitate Covered Entity's 340B Drug Program. The services provided hereunder are only those necessary in order to fulfill this intent, and all financial arrangements established herein are mutually determined to represent either cost or fair market value for the items and services received. The parties expressly do not intend to take any action that would violate state or federal anti-kickback prohibitions, such as those appearing in Section 1128B of the Social Security Act, 42 USC Section 1320a-7b. Instead, it is the intention of the parties that this Agreement, and all actions taken in connection herewith, shall to the greatest extent possible be construed to be consistent with the regulatory requirements of the safe harbor for personal services and management contracts appearing in 42 CFR Section 1001.952(d) or health centers appearing in 42 CFR Section 1001.952(w). Both parties agree that they will neither knowingly resell nor transfer a 340B Drug to an individual who is not an Eligible Patient nor will they dispense 340B Drugs to any person whose prescription is reimbursable by a State Medicaid Agency.

8.14. **Signature Authority.** Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and that the person signing this Agreement on behalf of either party warrants that he or she has been duly authorized and empowered to enter into this Agreement.

8.15. Trademark License. Both Walgreens and Covered Entity grant a reciprocal trademark license for use of the other party's Trademarks on mutually agreed items identifying the relationship between Walgreens and the Covered Entity for the term of this Agreement. Each of the parties hereto shall have a right of inspection and approval of such trademark use prior to release of such mutually agreed items bearing the Trademarks. Such approval shall be at the sole discretion of the party whose Trademark is incorporated on the agreed item. Subsequent to the termination of this Agreement, the parties agree that the items will not be used subsequent to the Termination date and such items will be destroyed within 30 days of the Termination Date and the destroying party shall confirm such destruction. For purposes of this provision, the term "Trademark" means registered and common law trademarks of the parties hereto as identified by the parties.

8.16. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, Covered Entity and Walgreens have executed and delivered this Agreement by their representatives duly authorized.

CLACKAMAS COUNTY, by and through its Health,

WALGREEN CO.

Housing and Human Services Division

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approval:

Pharmacy Services

Legal

November 2, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
ColumbiaCare Services, Inc. for
Supported Employment Services

Purpose/Outcomes	To provide supported employment services to HealthShare Medicaid clients living in Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$44,000.
Funding Source	State of Oregon, Mental Health Funds - no County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Previous Board Action	No previous board action taken.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Increase self-sufficiency for our clients.
Contact Person	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
Contract No.	8417

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with ColumbiaCare Services, Inc. for supported employment services. Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment.

The contract is effective upon signature and continues through June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

AGENCY SERVICES CONTRACT Contract # 8417

This Agency Service Contract, herein called "Contract," is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **COLUMBIACARE SERVICES, INC.**, hereinafter called "AGENCY."

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide **supported employment services to Healthshare Medicaid Clients living in Clackamas County** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which AGENCY will contract with COUNTY to provide **supported employment** services to clients.

2.0 Term

Services provided under the terms of this Contract shall commence **upon signature and shall terminate June 30, 2019** unless terminated by one or both parties as provided for in paragraph 6.0 below. This Contract can be amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 **Compensation.** COUNTY shall compensate AGENCY as specified in **Exhibit C: Compensation**. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$44,000**

3.2 **Withholding of Contract Payments.** Notwithstanding any other payment provision of this Contract, should AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 **Financial Records.** AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 **Access to Records and Facilities.** COUNTY, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this Contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and State of Oregon to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

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

records of AGENCY which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with AGENCY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

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

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

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

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

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

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

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

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

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, DHS, and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this Contract.

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

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

5.2.1 Commercial General Liability.

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, death and property damage on an "occurrence" form in the amount of **not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate** for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract and personal injury liability, products and completed operations. 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.

5.2.2 Automobile Liability.

Required by COUNTY Not required by COUNTY

AGENCY shall obtain at AGENCY expense, and keep in effect during the term of this Contract, **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**, or AGENCY shall obtain at AGENCY expense, and keep in effect during the term of the Contract, **Personal Auto Coverage**. The limits shall be no less than **\$250,000/occurrence, \$500,000/aggregate, and \$100,000** property damage.

5.2.3 Professional Liability.

Required by COUNTY Not required by COUNTY

If this Contract involves the delivery of professional services, AGENCY 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, agents, and employees** against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insured Provisions. All required insurance, other than Professional Liability, Personal Automobile Insurance and Workers' Compensation, shall include "**Clackamas County, its agents, elected officials, officers, and employees**" and "**the State of Oregon and its officers, employees and agents**" as additional insureds, but only with respect to AGENCY's activities performed under this Contract.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without **thirty (30) days** written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.

5.2.6 Insurance Carrier Rating. Coverage provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. The **COUNTY and its officers must be named as an additional insured** on the Certificate of Insurance. No Contract shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY **ten (10) days** prior to coverage expiration.

Certificate holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to:

BHContracts@clackamas.us

Or by mail to:

**Clackamas County Behavioral Health Division
Atten: Contracts
2051 Kaen Road, Suite 154
Oregon City, OR 97045**

5.2.8 Primary Coverage Clarification. AGENCY coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

5.2.9 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 Contract.

5.2.10 Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this Contract.

5.2.11 "Tail Coverage". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the AGENCY shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the AGENCY Contract, for a minimum of **twenty-four (24) months** following the later of: (i) the AGENCY's completion and COUNTY's acceptance of all Services required under the Contract; or (ii) the expiration of all warranty periods provided under the AGENCY Contract. Notwithstanding the foregoing 24-month requirement, if the AGENCY elects to maintain

"tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the AGENCY may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the AGENCY shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 AGENCY shall:

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

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

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

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

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

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this Contract in excess of **forty (40) hours** in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

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

5.9.6 Workers' Compensation. AGENCY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000** each policy limit.

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

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

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

6.0 Termination

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

6.2 Termination With Cause. COUNTY may terminate this Contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the Health Share Risk Accepting Entity Contract are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.

6.2.2 The termination, suspension or expiration of the Health Share Risk Accepting Entity Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this Contract.

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

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

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

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

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

7.0 Notices

IF TO AGENCY:
ColumbiaCare Services, Inc
3587 Heathrow Way
Medford, OR 97504

IF TO COUNTY:
Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

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

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation
Exhibit D	OHP Required Federal Terms and Conditions
Exhibit E	Statement of General Conditions

(signature page follows)

SIGNATURE PAGE

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

COLUMBIACARE SERVICES, INC

By: _____
Robert Beckett, Executive Director

Date

3587 Heathrow Way
Street Address

Medford, OR 97504
City / State / Zip

(541) 858-8170 (541) 858-8167
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Approved to Form:

County Counsel

Date

November 2, 2017

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
 ColumbiaCare Services, Inc. for
Supported Housing Services

Purpose/Outcomes	To provide independent living opportunities with individuals of Clackamas County who have severe and persistent mental illness.
Dollar Amount and Fiscal Impact	Contract maximum value is \$72,000.
Funding Source	State of Oregon, Addictions and MH Funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2018
Previous Board Action	Approval of last Agency Service Contract for Supported Housing was approved on August 11, 2016 Agenda item 081116-A-12
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Increase self-sufficiency for our clients.
Contact Person	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
Contract No.	8203

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with ColumbiaCare Services, Inc. for supported housing services. Supported housing consists of mental health services that provide rehabilitative, personal care, and skills building with the outcome to integrate individuals into the community at the highest possible level of independence. The Behavioral Health Division has partnered with ColumbiaCare Services, Inc. for supported housing services since 2013. This contract is a continuation of these services.

The contract is effective July 1, 2017 and continues through June 30, 2018. This contract was reviewed and approved by County Counsel on July 14, 2017. This contract is retroactive due time at the contractor awaiting review and signature.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
 Health, Housing and Human Services Department

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES AGREEMENT

AGREEMENT 8203

This Professional, Technical, and Consultant Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **COLUMBIA CARE SERVICES, INC** hereinafter called "CONTRACTOR"

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide **supported housing services** as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this Agreement shall commence **July 1, 2017** and shall terminate **June 30, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

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

Total payment to CONTRACTOR shall not exceed **\$72,000**

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

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit itemized invoices by the 10th day of the month following the month services were performed. The invoice shall include the contract **#8203** dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

BHAP@co.clackamas.or.us

Or by mail to:

Clackamas County Behavioral Health Division
Attn: Accounts Payable
2051 Kaen Road, 154
Oregon City, Oregon 97045

When submitting electronically, designate CONTRACTOR name and Agreement # **8203** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Agreement Payments. Notwithstanding any other payment provision of this Agreement, should CONTRACTOR fail to perform or document the performance of contracted services,

Columbia Care Services, Inc

Professional, Technical and Consultant Agreement #8203

Page 2 of 31

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

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this Agreement available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this Agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this Agreement to ensure appropriate expenditure of funds under this Agreement.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements.

CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

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

- i. Termination of this Agreement, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and

Columbia Care Services, Inc

Professional, Technical and Consultant Agreement #8203

Page 3 of 31

- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

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

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

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents, and employees, in performance of this Agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Agreement.

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

5.2 Insurance. During the term of this Agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

Columbia Care Services, Inc

Professional, Technical and Consultant Agreement #8203

Page 4 of 31

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this 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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR'S expense, and keep in effect during the term of the Agreement, Personal auto coverage. The limits shall be **no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.**

5.2.3 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement 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 Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement.

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

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to 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.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance

Columbia Care Services, Inc

Professional, Technical and Consultant Agreement #8203

Page 5 of 31

Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

Certificate holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to:

BHcontracts@co.clackamas.or.us

Or by mail to:

Clackamas County Behavioral Health Division
Atten: Contracts
2051 Kaen Road, # 154
Oregon City, OR 97045

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

5.2.11 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this Agreement.

5.3 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this Agreement consents to the in personal jurisdiction of said courts.

5.4 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 CONTRACTOR and COUNTY.

5.5 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 or 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.

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

Columbia Care Services, Inc

Professional, Technical and Consultant Agreement #8203

Page 6 of 31

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

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

5.8.1 Workers' Compensation. All subject employers working under this Agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with **limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.**

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

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

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

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

5.9 Integration. This Agreement contains the entire Agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this Agreement are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This Agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.

Columbia Care Services, Inc

Professional, Technical and Consultant Agreement #8203

Page 7 of 31

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of Agreement) to CONTRACTOR, may terminate this Agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- i. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Agreement may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding authorized by this Agreement.
- iii. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- iv. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this Agreement.
- v. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this Agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
Columbia Care Services, Inc.
3587 Heathrow Way
Medford, OR 97504

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

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

- Exhibit A Scope of Work
- Exhibit B Performance Standards
- Exhibit C Budget
- Exhibit D General Conditions
- Attachment 1 Monthly Report Template

(signature page follows)

SIGNATURE PAGE

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

NORTHWEST HOUSING ALTERNATIVES INC

By: _____
Robert Beckett, Executive Director

Date

3587 Heathrow Way
Street Address

Medford, OR 97504
City / State / Zip

(541)858-8170
Phone

(541)858-8167
Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Recording Secretary

Date

Approved to Form:

Kathleen J. Redetter
County Counsel

7/17/17
Date

November 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Lifeworks NW for
Supported Employment Services for Medicaid Clackamas County Residents

Purpose/Outcomes	To assist HealthShare Medicaid residents living in Clackamas County with rehabilitation and a return to productive employment
Dollar Amount and Fiscal Impact	Contract maximum payment is \$35,000
Funding Source	State of Oregon. No County General Funds are involved
Duration	Effective upon signature through June 30, 2018
Previous Board Action	NA
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals 2. Ensure safe, healthy and secure communities
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	# 8415

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Lifeworks NW for Supported Employment Services for HealthShare Medicaid clients living in Clackamas County. Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment. Programs use a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace. Choices and decisions about work and support are individualized based on the person’s preferences, strengths, and experiences. Lifeworks NW uses clinical judgment to determine which services are appropriate, and what frequency of care is medically necessary.

The contract is effective upon signature and terminates June 30, 2018 with a maximum payment of \$35,000.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

AGENCY SERVICES CONTRACT Contract # 8415

This Agency Service Contract, herein called "Contract," is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **LIFEWORKS NORTHWEST**, hereinafter called "AGENCY."

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide **supported employment services to Healthshare Medicaid Clients living in Clackamas County** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This Contract sets forth the terms under which AGENCY will contract with COUNTY to provide **supported employment** services to clients.

2.0 Term

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

3.0 Compensation and Fiscal Records

3.1 **Compensation.** COUNTY shall compensate AGENCY as specified in **Exhibit C: Compensation**. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$35,000**

3.2 **Withholding of Contract Payments.** Notwithstanding any other payment provision of this Contract, should AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 **Financial Records.** AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 **Access to Records and Facilities.** COUNTY, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this Contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and State of Oregon to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

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

records of AGENCY which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with AGENCY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

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

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

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

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

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

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

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

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

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

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

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, DHS, and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this Contract.

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

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

5.2.1 Commercial General Liability.

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, death and property damage on an "occurrence" form in the amount of **not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate** for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract and personal injury liability, products and completed operations. 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.

5.2.2 Automobile Liability.

Required by COUNTY Not required by COUNTY

AGENCY shall obtain at AGENCY expense, and keep in effect during the term of this Contract, **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**, or AGENCY shall obtain at AGENCY expense, and keep in effect during the term of the Contract, **Personal Auto Coverage**. The limits shall be no less than **\$250,000/occurrence, \$500,000/aggregate, and \$100,000** property damage.

5.2.3 Professional Liability.

Required by COUNTY Not required by COUNTY

If this Contract involves the delivery of professional services, AGENCY 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, agents, and employees** against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insured Provisions. All required insurance, other than Professional Liability, Personal Automobile Insurance and Workers' Compensation, shall include "**Clackamas County, its agents, elected officials, officers, and employees**" and "**the State of Oregon and its officers, employees and agents**" as additional insureds, but only with respect to AGENCY's activities performed under this Contract.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without **thirty (30) days** written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.

5.2.6 Insurance Carrier Rating. Coverage provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. The **COUNTY and its officers must be named as an additional insured** on the Certificate of Insurance. No Contract shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY **ten (10) days** prior to coverage expiration.

Certificate holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to:

BHContracts@clackamas.us

Or by mail to:

**Clackamas County Behavioral Health Division
Atten: Contracts
2051 Kaen Road, Suite 154
Oregon City, OR 97045**

5.2.8 Primary Coverage Clarification. AGENCY coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

5.2.9 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 Contract.

5.2.10 Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this Contract.

5.2.11 "Tail Coverage". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the AGENCY shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the AGENCY Contract, for a minimum of **twenty-four (24) months** following the later of: (i) the AGENCY's completion and COUNTY's acceptance of all Services required under the Contract; or (ii) the expiration of all warranty periods provided under the AGENCY Contract. Notwithstanding the foregoing 24-month requirement, if the AGENCY elects to maintain

"tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the AGENCY may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the AGENCY shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 AGENCY shall:

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

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

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

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

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

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this Contract in excess of **forty (40) hours** in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

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

5.9.6 Workers' Compensation. AGENCY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000** each policy limit.

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

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

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

6.0 Termination

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

6.2 Termination With Cause. COUNTY may terminate this Contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the Health Share Risk Accepting Entity Contract are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.

6.2.2 The termination, suspension or expiration of the Health Share Risk Accepting Entity Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this Contract.

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

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

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

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

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

7.0 Notices

IF TO AGENCY:
Lifeworks NW
14600 NW Cornell Road
Portland, OR 97229

IF TO COUNTY:
Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

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

Exhibit A	Definitions
Exhibit B	Scope of Work
Exhibit C	Compensation
Exhibit D	OHP Required Federal Terms and Conditions
Exhibit E	Statement of General Conditions

(signature page follows)

SIGNATURE PAGE

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

CASCADIA BEHAVIORAL HEALTHCARE

By: _____
Mary Monnat, CEO

Date

14600 NW Cornell Road
Street Address

Portland, OR 97229
City / State / Zip

Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Approved to Form:

County Counsel

Date

November 2, 2017

Board of Commissioners
Clackamas County

**Approval of Intergovernmental Revenue Agreement with Oregon Department of Education,
Early Learning Division for Kindergarten Partnership and Innovation**

Purpose/Outcomes	Funds activities that will improve children’s readiness to succeed in kindergarten and strengthen connections and collaboration between providers of early learning and local kindergarten-12 grade systems and schools.
Dollar Amount and Fiscal Impact	\$557,496 No County General Funds are involved
Funding Source	Oregon Department of Education Early Learning Division State General Funds
Duration	From October 1, 2017 through September 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	CYF-8550

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Oregon Department of Education Early Learning Division for Kindergarten Partnership and Innovation. Funds will be subcontracted to non-profit agencies in Clackamas County to provide innovative services to families with children ages 0-6 to improve readiness for kindergarten.

This revenue Agreement has a maximum value of \$577,496 and no county general funds are involved. It has been reviewed and approved by County Counsel and becomes effective upon signature by all parties for services starting October 1, 2017 and terminating September 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

GRANT AGREEMENT

This Grant Agreement (“Grant” or “Agreement”) is made by the State of Oregon, acting by and through the Oregon Department of Education (“Agency”), and Clackamas County (“Grantee”) on behalf of Clackamas County Early Learning Hub for financing of the project described in Exhibit A (“Project”).

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A: Project Description
- Exhibit B: Insurance

EFFECTIVE DATE AND DURATION: When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of October 1, 2017 and terminates on September 30, 2019, unless terminated earlier.

SECTION 1 - DEFINITIONS

The following capitalized terms have the meanings assigned below.

“Allowable” means the costs of the Project incurred or to be expended by the Grantee that are used only for the purposes set forth in Exhibit A.

“Agency” means the Oregon Department of Education (ODE), Early Learning Division (ELD).

“Asset-based mindset” means a mindset shift from focusing on deficits to seeing potential that draws upon the strengths of children, families, and communities to develop and enhance Grantee’s services.

“Central Background Registry” means the Agency’s database of all individuals working in or associated with child care facilities and other early childhood care and education programs in Oregon who 1) have received criminal history and child protective services records checks, and 2) have been determined suitable to work with children.

“Costs of the Project” means the Grantee’s actual costs that are reasonable, necessary and directly related to the Project and are eligible or permitted uses of the Grant Funds under the Project.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Early Learning Division” means the division of the Oregon Department of Education responsible for the administration of and outcomes for the state’s early learning system of programs and services.

“Early Learning Hub or ELH” means the local coordinating entity designated by and with whom the Early Learning Division has contracted to provide early learning system programs and services.

“Educational Equity” means the educational policies, practices, and programs necessary, and using a comprehensive approach, to:

- a. eliminate educational barriers for students and populations whom the education systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and
- b. provide equitable educational opportunities and ensure that students Furthest from Opportunity meet the same rigorous standards for academic performance expected of all children and youth.
- c. promote the real possibility of equity of educational results for each student and between diverse groups of students.

“EGMS” means the Agency’s Electronic Grants Management System, which allows the drawdown of grant funds for the operation of the Early Learning Kindergarten Readiness Partnership & Innovation program.

“Equity strategies” are planned, systemic and focus on the core of the teaching and learning process (curriculum, instruction and educational environment/culture).

“Furthest from Opportunity” means historically underserved or underrepresented populations defined as:

- African American
- Asian/Pacific Islander
- Children with disabilities
- Individuals experiencing economic disparities
- English language learners
- Geographically isolated
- Immigrants and refugees
- Latino
- Tribal Communities

“Grant Amount” means funds provided under this Grant to complete the Project, for October 1, 2017-June 30, 2019 shall not exceed \$486,659.00. Funding for July 1, 2019-September 30, 2019 is an anticipated amount of \$70,837.00 for a maximum not to exceed amount of \$557,496.00.

“P-3” means prenatal through third grade. It is the movement to improve outcomes for children through efforts by the adults in their lives to work more closely together and to share knowledge of a child's strengths and challenges.

“Project” means the activities of the Grantee described in Exhibit A to carry out the Early Learning Division of the Oregon Department of Education administration of the Oregon prekindergarten program to assist eligible children with comprehensive services including educational, social, health and nutritional development to enhance their chances for success in school and life as authorized by Oregon Revised Statute 329.175.

U

“Service Delivery Area” means the geographic area of Clackamas County, within which the Grantee may provide services.

“Service Equity” means organizational policy, practices and procedures necessary, and using a comprehensive approach, to:

- a. eliminate service delivery disparities for parents, providers, and others whom the educational systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and
- b. provide equitable access and opportunities to ensure a system that sustainably serves communities Furthest from Opportunity is created.

“Subgrantee” means the recipient of Grant Funds from Grantee pursuant to a contract between Grantee and another party.

“Systemic Equity Strategies” means a plan of actions, a set of policies, and procedures chosen to create sustainable efforts that promote the service outcomes that result in greater access and opportunities to all services that are being provided by the Grantee to populations identified as Furthest from Opportunity.

SECTION 2 - FINANCIAL ASSISTANCE

The Agency shall provide the Grantee, and the Grantee shall accept from the Agency, funds provided under this Grant in an aggregate amount not to exceed the Grant Amount (the **“Grant Funds”**).

SECTION 3 - DISBURSEMENTS

- A. Agency shall disburse Grant Funds to Grantee for the Project activities as described and according to the terms in Exhibit A, Project Description through EGMS.
- B. Grantee shall provide any additional information or further detail regarding the expenditure of Grant Funds as Agency may require upon request.
- C. Disbursements shall occur only after Agency has determined Grantee has performed, and Agency has accepted, the completed Project activities, including any required deliverables and services for which reimbursement is sought via properly submitted documentation.
- D. If Agency determines that any completed Project activities or documentation are not acceptable and that any deficiencies are the responsibility of the Grantee, Agency shall prepare a detailed written description of any deficiencies within **10** days of receipt of the document or performance of the activity, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency.

SECTION 4 - CONDITIONS PRECEDENT

- A. **Conditions Precedent to Agency’s Obligations.** Agency’s obligations are subject to the receipt of the following items, in form and substance satisfactory to the Agency:
 - (1) This Grant is duly signed by an authorized officer of the Grantee.
 - (2) Such other certificates, documents, opinions and information as the Agency may reasonably require.

B. Conditions to Disbursements. As to any disbursement, the Agency has no obligation to disburse Grant Funds unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) The Agency, in the reasonable exercise of its administrative discretion, has sufficient moneys available to disburse the Grant Funds for use in the Project and has sufficient funding, appropriation, limitation, allotment and other expenditure authority to make the disbursement.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Funds. The Grantee shall use the Grant Funds only for the Project and according to the budget in Exhibit A. The Grantee may not transfer Grant Funds among line items in the budget without the prior written consent of the Agency.
- B. Costs of the Project. The Grantee shall apply the Grant funds only to the Allowable costs of the Project in accordance with Oregon law as applicable.
- C. Costs Paid for by Others. The Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not use any of the Grant Funds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF GRANTEE

The Grantee represents and warrants to the Agency:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is to be submitted in the Biennial Work plan and Budget, together with a description of how Grant Funds and other funds in addition to Grant Funds, if any, are expected to be used to carry out the Project.
- B. Organization and Authority.
- (1) The Grantee is a Local Government and validly organized and existing under the laws of the State of Oregon.
 - (2) The Grantee has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing for the Project.
 - (3) This Grant has been duly executed by the Grantee, and when executed by the Agency, is legal, valid and binding, and enforceable in accordance with its terms.
 - (4) If applicable and necessary, this Grant executed and delivered by the Grantee has been authorized by an ordinance, order or resolution of the Grantee's governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Grantee has disclosed in writing to the Agency all facts that materially adversely affect the Project, or the ability of the Grantee to perform all obligations required by this Grant. The Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Grant is true and accurate in all respects.

- D. Pending Litigation. The Grantee has disclosed in writing to the Agency all proceedings pending (or to the knowledge of the Grantee, threatened) against or affecting the Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of the Grantee to perform all obligations required by this Grant.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Grant.
 - (2) The Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of the Grantee to perform all obligations required by this Grant.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Grant shall not: (i) cause a breach of any agreement to which the Grantee is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which the Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to the Grantee, the Project or its properties or operations.

SECTION 7 - COVENANTS OF GRANTEE

The Grantee covenants as follows:

- A. Notice of Adverse Change. The Grantee shall promptly notify the Agency of any adverse change in the activities, prospects or condition (financial or otherwise) of the Grantee or the Project related to the ability of the Grantee to perform all obligations required by this Grant.
- B. Compliance with Laws. The Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Grant and the Project, in particular, but without limitation, any applicable requirements found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. These laws, rules, regulations and orders are incorporated by reference in this Grant to the extent required by law.
- C. Project Completion Obligations. The Grantee shall:
- (1) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of Grant Funds provided pursuant to this Grant.
- D. Inspections; Information. The Grantee shall permit the Agency and any party designated by the Agency: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Grantee shall supply any related reports and information as the Agency may reasonably require.
- E. Records Maintenance. The Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Grant, the Project or the Grant Funds for a minimum of six years, or such longer period as may be required by other provisions of this Grant or applicable law, following the expiration of the Grant term Project. If there are unresolved issues at the end of such period, the Grantee shall retain the books, documents, papers and records until the issues are resolved.

- F. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...”

The Agency encourages the Grantee in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html

Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

- G. Professional Responsibility. All service providers retained by Grantee for their professional expertise to carry out the Project must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- H. Notice of Default. The Grantee shall give the Agency prompt written notice of any Default as soon as any senior administrative or financial officer of the Grantee becomes aware of its existence or reasonably believes a Default is likely.
- I. Indemnity. To the extent authorized by law, the Grantee shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the Agency and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by the Grantee, or its employees, agents or contractors.

SECTION 8- DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of the Grantee in this Grant or in any document provided by the Grantee related to the Project.
- B. (1) A petition, proceeding or case is filed by or against the Grantee under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against the Grantee, the Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Grantee files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Grantee becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Grantee applies for, or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of the Grantee, or any substantial portion of its property; or
- (5) The Grantee takes any action for the purpose of affecting any of the above.

- C. The Grantee fails to perform any obligation required under this Grant, other than those referred to in subsections A through B of this Section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to the Grantee by the Agency. The Agency may agree in writing to an extension of time if it determines the Grantee instituted and has diligently pursued corrective action.

SECTION 9 – REMEDIES

- A. Remedies. Upon any Event of Default, the Agency may pursue any or all remedies in this Grant and any other remedies available at law or in equity to enforce the performance of any obligation of the Grantee. Remedies may include, but are not limited to:
- (1) Terminating the Agency’s commitment and obligation to make disbursements under the Grant.
 - (2) Barring the Grantee from applying for future awards from Agency.
 - (3) Withholding amounts otherwise due to the Grantee as disbursements under this Grant.
 - (4) Requiring repayment of the Grant and all interest earned by the Grantee on those Grant Funds.
- B. Application of Moneys. Any moneys collected or withheld by the Agency pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by the Agency; then, as applicable, to repay any Grant Funds owed to Grantee; and last, to pay any other amounts due, and payable under this Grant.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to the Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power, or privilege under this Grant will preclude any other, or further exercise thereof, or the exercise of any other such right, power or privilege. The Agency is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Grant.
- D. Default by Agency. In the event the Agency defaults on any obligation in this Grant, the Grantee’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of the Agency’s obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Grantee agrees that time is of the essence under this Grant.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that the Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Grant gives, or is to be construed to give, directly or indirectly, to any third persons, any rights and benefits greater than those enjoyed by the general public.
 - (3) This Grant will be binding upon and inure to the benefit of the Agency, the Grantee, and their respective successors and permitted assigns.
 - (4) The Grantee may not assign or transfer any of its rights or obligations or any interest in this Grant without the prior written consent of the Agency. The Agency may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, the Grantee shall

pay, or cause to be paid to the Agency, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees. Any approved assignment is not to be construed as creating any obligation of the Agency beyond those in this Grant, nor does assignment relieve the Grantee of any of its duties or obligations under this Grant.

- (5) The Grantee hereby approves and consents to any assignment, sale or transfer of this Grant that the Agency deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Grantee agrees that:

- (1) The Agency makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event is the Agency or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Grant or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Grant must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to the Agency: Brett Walker, P-3 Alignment Specialist
Oregon Department of Education, Early Learning Division
775 Summer Street NE #300
Salem, OR 97301

If to the Grantee: Rod Cook
Children, Youth & Families Division Director
2051 Kaen Road
Clackamas, OR 97045

E. No Construction against Drafter. This Grant is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Grant is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Grant may not be amended without the prior written consent of the Agency (and when required, the Department of Justice) and the Grantee. This Grant may not be amended in a manner that is not in compliance with the Project. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Grant is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to the Agency by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Grant, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Grant (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Grant.

K. Execution in Counterparts. This Grant may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Grantee, by its signature below, acknowledges that it has read this Grant, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON acting by and through its Department of Education

By: _____
Name, Title

Date

Clackamas County

By: _____
Name, Title

Date

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Marvin D Fjordbeck, Senior Assistant Attorney General
Name, Title

9/29/2017 via email
Date

EXHIBIT A - PROJECT DESCRIPTION**Purpose Statement**

The purpose of the Early Learning Kindergarten Readiness Partnership & Innovation Program (KPI) is to:

1. Improve children's readiness to succeed in kindergarten, and to reduce early gaps in opportunity and access to high quality, developmentally appropriate, and culturally responsive early learning experiences;
2. Strengthen connections and collaboration between providers of early learning and local Kindergarten-Grade 12 (K-12) systems and schools; and
3. Launch or expand innovative models for early learning/K-12 integration that have the potential to be scaled and replicated in other communities throughout the state.

Activities and Restrictions

- A. Allowable activities include but are not limited to:
 1. Kindergarten transition activities, summertime transition camps and activities designed to support early kindergarten registration;
 2. Family engagement activities, evidence-based parenting education programs, parent-teacher home visits, culturally responsive programs, and programs designed to build the capacity of parents or caregivers help support children's social-emotional development and/or early academic development;
 3. Shared professional development activities that include both early learning providers and Kindergarten-Grade 3 (K-3) educators, local professional learning teams/communities, regional professional learning opportunities, Preschool-Grade 3 (P-3) leadership development, program/classroom observations and walkthroughs, collaborative data analysis, and planning collaborative approaches to supporting children's social-emotional and academic development;
 4. Local or regional P-3 planning or design teams, and/or other types of cross-sector work designed to strengthen local early learning and K-3 connections.
 5. Training, such as statewide professional learning opportunities and site visits with communities outside of the grantee's service area;
 6. Staffing of regional P-3 coordination and facilitation.
 7. Other activities that align with KPI desired outcomes, subject to approval from Agency staff.
- B. Grantees shall only award KPI funds to education service districts (ESD's), K-12 school districts, providers of early learning services, non-profit organizations, and post-secondary institutions.
- C. Funds awarded may not be used for capital expenses, such as facilities, or to supplant existing federal or state funds. Capital expenses do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.
- D. Administrative overhead and indirect costs must not exceed 10 percent of the hub's total KPI allocation for the biennium.

Deliverables

Grantee shall:

- A. Submit a biennial work plan and budget for review and approval by Agency staff which:
 1. Aligns with KPI priority areas, including but not limited to kindergarten transition, family engagement, and shared professional development;
 2. Aligns with early learning hub goals and indicators of success;
 3. Engages both early learning providers and K-12 systems, and identifies opportunities for local early learning/K-12 connection and collaboration;
 4. Prioritizes equity and uses available data to target funding to children, families, and communities furthest from opportunity, in alignment with hub priority populations;
 5. Identifies appropriate KPI activities based on local needs, community readiness, and leadership and organizational factors, as determined by the Early Learning Hub(s);
 6. Clearly articulates key strategies and activities, deliverables, timelines, sub-grantees and partner organizations, and how funds will be allocated;
 7. Uses the work plan and budget template provided by the ELD, or, with prior approval from ELD staff, an alternative work planning document that addresses each of the required elements. Work plan and project budget amendments may be submitted to Agency staff for review and approval.

- B. Submit written quarterly activity reports that include the following:
 1. Numbers of children, families/caregivers, early learning providers, K-3 educators, and/or community partners that have participated in one-time and/or ongoing kindergarten transition, family engagement, and/or professional development activities;
 2. Demographic information, including race/ethnicity and primary languages, of children and families that participate in ongoing kindergarten transition and family engagement activities;
 3. Roles and organizations or early learning providers and K-3 educators who participate in ongoing professional development activities;
 4. Budget report; and
 5. Brief narrative description of key successes, challenges, and technical assistance needs experienced during the reporting period, as well as key opportunities anticipated in the upcoming reporting period.

- C. Participate in the following ongoing program evaluation activities:
 1. Submission of qualitative outcome reports designed to capture changes in participants' attitudes, beliefs, and behaviors at the conclusion of ongoing kindergarten transition, family engagement, and shared professional development activities;
 2. Collection and sharing of school or cohort-level data related to children's kindergarten attendance, academic development, and social-emotional development with the program evaluator;
 3. Other evaluation activities, including but not limited to, interviews, focus groups, and document reviews designed to capture and share promising practices that have the potential for scaling and replication.

- D. Participate in technical assistance activities, including but not limited to webinars and in-person meetings;

- E. Establish written agreements with grant awardees that address deliverables, timelines for key activities, reporting and data sharing requirements, budget, including description of how KPI funds are being blended or braided with local or other sources of funding, and furnish copies of all signed agreements to Agency staff.

Early Learning Division Equity Statement and Grantee Expectation

The Agency supports all of Oregon's young children and families to learn and thrive. All of Agency's work is in service to children, families and communities.

Agency knows that underserved communities represent Oregon's best opportunity to improve educational outcomes. Strength-based approaches and Asset-based mindsets will support the Agency's efforts to institutionalize equity. For each and every child and family to learn and thrive, they must be provided differentiated, person-centered resources and support.

The Agency supports culturally-responsive services that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual.

Grantee shall ensure the following:

- a. Grantee's entire organization works to build a climate that promotes acceptance, inclusion and respect of all individuals;
- b. Grantee's staff understand the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. Grantee must apply that knowledge to services they provide under this Grant in a responsive, non-limiting and non-stereotyping manner;
- c. Whenever possible, Grantee must interact with service users according to their preferred cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs and spiritual needs;
- d. Grantee's staff engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users; and
- e. Grantee uses data concerning needs, demographics and risks of the community in the determination of which populations to target and prioritize for services.

Grantee shall be required to:

1. Comply with all applicable federal, state and local laws, ordinances, rules and regulations in performance of the Grant funded activities, including the requirements of Agency policies.
2. Deliver services and expend Grant Funds in a manner consistent with any previous continuation grant submissions *unless* the Grantee:
 - a. Requests and receives prior approval from Agency for any program or budget changes to be implemented with the Grant Funds.
3. Submit a report of demographic analysis from the previous grant year showing how the grantee is using the prior year's approved work plan to ensure equity of the services it provides under this grant agreement are addressed across all equity domains.

4. Ensure all staff providing direct services to populations Furthest from Opportunity complete a training on Educational Equity and its explicit intersection with racial equity. Provide to the Agency evidence that the training was completed in the form of training certificates or other documentation.
5. Complete a demographic analysis tool developed and provided by the Agency that compares the population demographics of the Service Delivery Area with the actual population served by grantee over the grant period. Grantee shall provide to the Agency a written demographic analysis.
6. Using the information provided by the equity assessment tool and demographic analysis, grantee shall provide a report to the Agency that identifies gaps in services currently available within the grantee's service delivery area.
7. Comply with the state monitoring process and allow Agency access to and review of records.
8. Not undertake any prohibited political activities with Grant Funds. The Grantee may, where feasible, make available the Grantee's facilities for voter registration, conducted by a nonpartisan group, provided this activity does not interfere with the primary purposes of these facilities.
9. Guarantee performing any subcontract, purchase, or other agreement shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that, during their employment, employees are treated without discrimination because of their race, color, religion, age, sex, political affiliation, disability, or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and training.

Grant Milestones

Milestone	Due
Grant period begins	October 1, 2017
Biennial work plan and budget submitted to ELD	October 31, 2017
Statewide early learning/P-3 conference	November 2017 and November 2018
Annual demographic analysis due	June 1, 2018 and August 1, 2019
P-3/KPI Peer Learning Exchange	June 2018 and June 2019
Evidence of training on educational equity	September 1, 2018
Report on identified service gaps	October 1, 2018
Quarterly Activity Report and Outcomes Surveys	
Quarter 1 (July – September)	November 15, 2017
Quarter 2 (October – December)	February 15, 2018
Quarter 3 (January – March)	May 15, 2018
Quarter 4 (April – June)	August 15, 2018
Quarter 5 (July – September)	November 15, 2018
Quarter 6 (October – December)	February 15, 2019
Quarter 7 (January – March)	May 15, 2019
Quarter 8 (April – June)	August 15, 2019
Quarter 9 (July-September)	November 15, 2019
Grant period ends	September 30, 2019

EXHIBIT B – INSURANCE REQUIREMENTS**INSURANCE REQUIREMENTS:**

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit B prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee 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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$3,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required (if Grantee has licensed professionals as employees) **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Grantee and Grantee's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Agreement, or, (ii) Agency or Grantee termination of Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before performing any Project activities under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement. Grantee shall furnish acceptable insurance certificates to the **Oregon Department of Education, Attn: Amy Fowler, 255 Capitol St NE, Salem OR 97310** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

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

Additional Coverage That May Apply:

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Grantee, and the Grantee’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$3,000,000.00 per occurrence. Any annual aggregate limit shall not be less than \$1,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

November 2, 2017

Board of Commissioners
Clackamas County

Approval of Amendment #4 of the Intergovernmental Agreement with
Oregon Department of Education, Early Learning Division for Early Learning Hub

Purpose/Outcomes	Funding supports Clackamas Early Learning Hub Coordination and services to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System.
Dollar Amount and Fiscal Impact	Adds \$1,992,171.57 for a maximum grant amount of \$4,344,968.85 No County General Funds are involved
Funding Source	Oregon Department of Education Early Learning Division
Duration	Effective October 1, 2017 through September 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-7534

BACKGROUND:

The Children, Youth and Families Division of the Health, Housing & Human Services Department requests the approval of Amendment 4 of the Intergovernmental Agreement with the Oregon Department of Education Early Learning Division for Early Learning Hub Coordination and services, that will increase readiness for kindergarten, improve family stability and develop and coordinate the Early Learning System
To attain Oregon's 40-40-20 Educational Goal.

This Amendment adds \$1,992,171.57 for a maximum value of 4,344,968.85. It has been reviewed by County Counsel and no county general funds are involved. It becomes effective upon signature by all parties for services starting October 1, 2017 and terminating September 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 5803

**Amendment #4 to
State of Oregon
Intergovernmental Agreement**

This is Amendment Number 4 to Agreement Number 5803 between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) and

**Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Telephone: 503-650-5678
Facsimile: 503-650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

This Amendment is effective on October 1, 2017.

New language is indicated by **BOLD UNDERLINE FONT**, deleted language is indicated by ~~strikethrough font~~.

I. The Agreement is hereby amended as follows:

AGREEMENT, Section 1

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, approved by the Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2017~~ **September 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

AGREEMENT, Section 2

2. Agreement Documents.

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

- | | |
|------------------------|---------------------------------|
| (1) Exhibit A, Part 1: | Statement of Work |
| (2) Exhibit A, Part 2: | Payment and Financial Reporting |
| (3) Exhibit A, Part 3: | Special Provisions |

(4) Exhibit B:	Standard Terms and Conditions
(5) Exhibit C:	Insurance Requirements
(6) Exhibit C, Part 1:	Insurance Requirements for Preschool Promise Providers
(7) Exhibit D:	Required Federal Terms and Conditions
(8) Exhibit E, Part 1:	Great Start Program Requirements
(9) Exhibit E, Part 2:	Family Support Services Program Requirements
(10) Exhibit E, Part 3:	Kindergarten Partnership and Innovation Program Requirements
(11) Exhibit E, Part 4:	School Readiness Program Requirements
(12) Exhibit E, Part 5:	Healthy, Stable and Attached Families Program Requirements
(13) Exhibit E, Part 6:	Preschool Promise Program Requirements
<u>(14) Exhibit E, Part 7:</u>	<u>Focused Child Care Network Program Requirements</u>
(14) <u>15</u> Attachment 1:	Governance Structure
(15) <u>16</u> Attachment 2:	Formalized Collaborative Relationships
(16) <u>17</u> Attachment 3:	Outcomes, Metrics, Baselines and Targets

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

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

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

AGREEMENT, Section 3

3. Consideration.

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$2,352,797.28~~ **\$4,344,968.85**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- II.** Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though

made at the time of this amendment.

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

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

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

V. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

**Clackamas County:
By:**

Authorized Signature	Title	Date
----------------------	-------	------

**State of Oregon, acting by and through its Department of Administrative Services,
Procurement Services:
By: Kelly Mix**

Authorized Signature	Title: Procurement Manager	Date
----------------------	----------------------------	------

**State of Oregon, acting by and through its Department of Education:
By:**

Authorized Signature	Title:	Date
----------------------	--------	------

Approved for Legal Sufficiency: By Jake Hogue, via email, dated 9/27/2017

Other required Signatures: Approved by Denise Swanson, via email, dated 9/25/2017

EXHIBIT A, Part 1, “Statement of Work” is revised to read as follows:

1. Preamble Equity Policy Statement:

~~ELD supports Oregon’s young children and families to learn and thrive. All of our work is in service to children, families and communities. ELD knows that historically underserved communities represent Oregon’s best opportunity to improve educational outcomes. Strength-based approaches and asset-based mindsets will support our efforts to institutionalize equity. ELD recognizes in order for each and every child and family to learn and thrive, ELD has to provide differentiated, person-centered resources and support.~~

~~ELD supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer/client populations and communities. Cultural responsiveness describes the capacity to respond to the issues of diverse communities and requires knowledge and capacity at different levels of intervention and service delivery: systemic, organizational, professional and individual.~~

The ELD supports all of Oregon’s young children and families to learn and thrive. All of our work as a Division is in service to children, families and communities.

We know that underserved communities represent Oregon’s best opportunity to improve educational outcomes. Strength-based approaches and Asset-based mindsets will support our efforts to institutionalize equity. We recognize that in order for each and every child and family to learn and thrive, we have to provide differentiated, person-centered resources and support.

ELD supports culturally-responsive services that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual.

~~ELD Contractors and Service Providers need to ensure the following:~~

- ~~a. — Work to build a service delivery climate that promotes acceptance, inclusion and respect for cultural and linguistic diversity;~~
- ~~b. — Staff understand the communities they serve, in a non-static manner, including their culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this~~

country. This knowledge needs to be applied in a responsive, non-limiting and non-stereotyping manner;

- c. Staff must interact with service users in a way that demonstrates understanding of cultural norms, values, everyday practices and routines, including food, greetings and family conventions;
- d. Staff must engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users and use this knowledge to engage service users at a higher level of inclusion and respect; and
- e. Utilize data to understand the service population and to determine service needs. Data must be used in the determination of target populations and the prioritization of services.

County and service providers must ensure that:

- a. **Your entire organization works to build a climate that promotes acceptance, inclusion and respects of all individuals;**
- b. **Your staff understand the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. This knowledge must be applied in a responsive, non-limiting and non-stereotyping manner;**
- c. **Your staff interacts with service users in a way that demonstrates an understanding of cultural norms, values, everyday practices and routines, including food, greetings and family conventions;**
- d. **Your staff engages in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users and use this knowledge to engage service users at a higher level of inclusion and respect; and**
- e. **Your organization uses data to understand the service population and to determine service needs. Data must be used in the determination of target populations and the prioritization of services.**

2. Definitions:

As used in this Agreement, the following words and phrases shall have the indicated meanings:

- a. **Administrative Overhead:** Any dollar expended or coordinated by County for Early Learning Services that is not spent directly on services

for children or on preparing and evaluating services for children. This is the cost of operating administrative functions supporting the delivery of Early Learning Services by the County or an Early Learning Service Provider, and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies and phones. If individuals spend more than 15% of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.

- b. **Age of Onset Services:** The age at which a child begins to receive Early Learning Services – including home based services, Respite Care, early learning experiences or developmental screening – funded in whole or in part by the State of Oregon.
- c. **At Risk:** [Oregon Laws 2012, Chapter 37, section 12](#) sets forth a statutory definition of what “At Risk” means for children in the Early Learning System: “At Risk means a child who is at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.”
- d. **Coverage Area:** The geographic area in which County will be coordinating Early Learning Services and providing the services required by this Agreement.
- e. **Early Educators: Child care educators who care for young children needing child care as family, friend or neighbor as a license-exempt, regulated subsidy, registered family, certified family or certified center educators.**
- f. e. **Early Learning Hub or Hub:** The full range of Early Learning Services in the Coverage Area coordinated by a designated entity and designed to produce better Outcomes for children and families in the following areas: increasing the number of children who arrive at kindergarten ready to learn, increasing family stability, increasing the coordination and efficacy of the Early Learning System in order to attain Oregon’s 40-40-20 Educational Goal.

- g. f. Early Learning Services:** Any service that supports the development of a child, allowing them to arrive at kindergarten prepared to learn. Early Learning Services include, but are not limited to: early education and child care settings, home visiting services, Respite Care, and developmental screening.
- h. g. Early Learning Service Provider or Provider:** Any entity or professional working in early learning and development programs including but not limited to center-based and family child care providers, infant and toddler specialists, early intervention specialists and early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.
- i. h. Early Learning System:** The full range of Early Learning Services, spanning health care, human services, early childhood education and private sector programs.
- j. i. First Tier Subcontractor:** A person or company under direct contract to County, but, due to the nature of their work, have a potential impact on County's as well as ELD's liability.
- k. Focused Child Care Network (FCCN): A Focused Child Care Network is a cohort of Early Educators who meet frequently with a Quality Improvement Specialist to discuss best practices, access and share resources, receive training and encourage progress as they work toward increasing the quality of their programs. FCCNs must utilize Spark, Oregon's Quality Rating and Improvement System, as the framework to support continuous quality improvement with an expectation that programs will submit an application and portfolio to receive a Spark quality rating.**
- l. j. Goal:** Long range expression of success for a population of children/families.
- m. Hub Roles Plan: The plan approved by ELC that identifies the roles that each Hub must play with respect to the three goals identified by ELC for Hubs in Oregon. The plan may be amended with the approval of the ELC. The plan includes Potential Indicators.**
- n. Potential Indicators: The short-term markers of success, identified by ELC in the Hub Roles Plan, that provide benchmarks to assess progress by a Hub towards each of the goals identified in the Hub Roles Plan.**

- o. ~~k.~~ Key Activities:** Actions that lead to Outcomes and are important steps to achieve the Goals.
- p. ~~l.~~ Kindergarten Assessment (KA):** An assessment given to all Oregon kindergartners to measure areas of school readiness.
- q. ~~m.~~ Metric:** Any type of quantitative gauge used in the practice of performance measurement and management.
- r. ~~n.~~ Outcome:** The end result of a Key Activity or strategy. Outcomes indicate progress toward the overall Goal(s). Outcomes are expressed through Targets set year to year.
- s. ~~o.~~ Patient-Centered Primary Care Home (PCPCH):** A health care clinic that has been recognized for its commitment to patient-centered care.
- t. ~~p.~~ Performance Based Contracting:** The State expectation of performance against Goals in returned for continued contracting.
- u. ~~q.~~ Quality Rating Improvement System or (QRIS):** A systemic approach to assess, improve, and communicate the level of quality in early learning and development programs.
- v. ~~r.~~ Respite Care:** Planned or crisis related short-term relief for families and primary caregivers to restore and strengthen the family’s ability to continue providing care for At- Risk children.
- w. ~~s.~~ Served/service:** Service is meant to count interventions that will change Outcomes for children. The Early Learning Council recognizes that each type of Early Learning Service Provider has a different definition for what it means to have “Served” a child. For purposes of this Agreement, it is sufficient to use the Early Learning Service provider’s individual programmatic definitions.
- x. Spark: Oregon’s Quality Rating and Improvement System, which offers coaching, professional development, and resources to help early care and education programs continue improving their quality. Spark uses a star rating model to provide information for families to help them access quality early care and education.**
- y. ~~t.~~ Strategy:** Describes at a high level how work will be accomplished.
- z. ~~u.~~ Target:** The specific level of a Metric to achieve by a certain date. Targets should be ambitious but achievable (for example, Targets should

not be so easy that 100 percent achievement is virtually assured and not so hard that 100 percent achievement is virtually impossible).

aa. v. **Target Population:** The portion of children and families in the Coverage Area which an Early Learning Hub will be focusing its coordination of Early Learning Services.

bb. **Technical Assistance or TA: The provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. TA may include coaching, consultation, and professional development advising.**

cc. w. **Work Plan:** Identification of **Key Strategies and Activities** the County will perform, **Metrics the roles and indicators** the County will use, and **Outcomes, and Targets** that the County will be accountable for.

Additionally, ELD identifies the following definitions for consistency with respect to the equity obligations that County must meet.

a. **Asset-based mindset: A mindset that draws upon the potential of children, families, and communities as opposed to deficits to develop and enhance County's services.**

b. **Strength-based approach: Policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance County's services.**

c. **Educational Equity: The educational policies, practices, and programs necessary to:**

i) **eliminate educational barriers for students and populations whom the education systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and**

ii) **provide equitable educational opportunities and ensure that students Furthest from Opportunity meet the same rigorous standards for academic performance expected of all children and youth.**

Educational equity knowledge and practices in educational environments have evolved over time and require a comprehensive approach. Equity strategies are planned, systemic and focus on the

core of the teaching and learning process (curriculum, instruction and educational environment/culture). Educational equity activities promote the real possibility of equity of educational results for each student and between diverse groups of students.

d. Furthest from Opportunity: Historically underserved or underrepresented populations defined as:

- **African American**
- **Asian/Pacific Islander**
- **Children with disabilities**
- **Individuals experiencing economic disparities**
- **English language learners**
- **Geographically isolated**
- **Immigrants and refugees**
- **Latino**
- **Tribal Communities**

e. Service Equity: Organizational policy, practices and procedures necessary to:

- i) eliminate service delivery disparities for parents, providers, and others whom the systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and**
- ii) provide equitable access and opportunities to ensure that you are creating a system that sustainably serves communities Furthest from Opportunity.**

Service equity knowledge and practices in service delivery environments have evolved over time and require a comprehensive approach.

f. Systemic Equity Strategies: A plan of actions, a set of policies, and procedures chosen to create sustainable efforts that promote the service outcomes that result in greater access and opportunities to all services that are being provided by the County to populations identified as furthest from opportunity.

3. Governance:

County shall:

- a. Establish and maintain a Governance Structure as identified in Attachment 1 – Governance Structure **and in accordance with Attachment 2 – Formalized Collaborative Relationship. Hub shall ensure that Governance Structure includes adequate representation from the five sectors required by OAR 414-900-0015: health care services; human and social services; education services; early childhood services; and business. Representation of the five sectors must adequately represent the County’s entire Coverage Area. If there is more than one county in a County’s Coverage Area County must demonstrate equitable representation from all counties. Counties who have a federally recognized Tribe within their Coverage Area shall make available a position and actively recruit for a Tribal member until filled.**
- b. Provide 30 day prior written notice to ELD Agreement Administrator for proposed governance structure design changes.

4. Work Plan:

County shall:

- a. **Until September 30, 2017, De**velop and submit to the ELD Agreement Administrator for review and approval, a yearly Work Plan describing County’s Strategies, Key Activities and responsible entities to achieve the Outcomes and Targets set forth in Attachment 3 and complete the Work required by this Agreement. If County desires to adjust a previously approved Work Plan, County shall submit the proposed Work Plan adjustments to the ELD Agreement Administrator for review and approval. Work Plan adjustment may be submitted quarterly.
- a. **By December 15, annually, develop and submit to the ELD Agreement Administrator, for ELD review and approval, a Work Plan that includes Strategies, Key Activities and performance measurements for each of the Potential Indicators in the Hub Roles Plan provided to County by ELD. County’s existing Work Plan shall remain in effect until ELD reviews and approves County’s new Work Plan. The following requirements apply to County’s Work Plan:**
 - i. **Once approved by ELD, County must perform its work under this Agreement in accordance with the Work Plan and to ELD’s satisfaction.**

- ii. **The Work Plan shall describe how the Key Activities that County will perform will achieve the three Goals identified in the Hub Roles Plan provided by ELD.**
- iii. **No revision to a previously approved Work Plan may take effect until County submits the proposed Work Plan adjustments to the ELD Agreement Administrator for review and ELD approves the proposed revision.**
- iv. **The Work Plan shall demonstrate how County will align Key Activities described in the Work Plan with any work or activities performed under the Kindergarten Partnership and Innovation (KPI) program, funded by separate grant agreement beginning October 1, 2017.**
- v. **County shall consider the identified equity needs within its Coverage Area when developing and implementing its Work Plan. County must demonstrate to ELD how it considered the equity requirements in the development of its Work Plan.**

6. Coordinated Service Delivery:

County shall, in its Coverage Area:

- a. Function as the coordinating body to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources in order to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3 **the Hub Roles Plan provided to County by ELD.**

If Early Learning Services are not available in the Coverage Area or existing Providers have insufficient capacity in the Coverage Area (other than those services identified in subsections e. through i. below, which County may provide through sub-contracts without regard to current availability or capacity and without further approval from the ELD Agreement Administrator), County may, with the prior written consent of the ELD Agreement Administrator, subcontract for delivery of those services.

- b. Coordinate with Early Learning Service Providers in the Coverage Area to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3 **the Hub Roles Plan provided to County by ELD,** with specific focus on the

Target Population. ELD has determined there are ~~13,234~~ **11,791** At-Risk Children in the County's Coverage Area. County has designated the following as its Target Population: All At-Risk Children and their families.

- c. Submit Sub-Contractor vetting process to ELD Agreement Administrator for review and approval.
- d. Create the following and provide to the ELD Agreement Administrator upon request:
 - (1) Performance-based subcontracts for any subcontracted Providers, with assistance from ELD as needed, focusing on achieving specified Outcomes.
 - (2) Memoranda of understanding with the collaborators identified in Attachment 2 – Formalized Collaborative Relationships.
- e. Provide through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1 **only through September 30, 2017.**
- f. Provide through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.
- g. Provide through sub-contracts Kindergarten Partnership and Innovation services in accordance with Exhibit E, Program Requirements, Part 3 **only through September 30, 2017.**
- h. Provide through sub-contracts School Readiness services in accordance with Exhibit E, Program Requirements, Part 4.
- i. Provide through sub-contracts Healthy, Stable and Attached Family services in accordance with Exhibit E, Program Requirements, Part 5.
- j. Provide through sub-contracts Preschool Promise services in accordance with Exhibit E, Program Requirements, Part 6.
- k. Provide through sub-contracts FCCN services in accordance with Exhibit E, Program Requirements, Part 7.**

7. Community and State Collaboration:

County shall, in its Coverage Area:

- a. Serve as the backbone organization for a cross-sector, community collaborative action to achieve the Outcomes described in this Agreement, including but not restricted to:
 - (1) Coordination of developmental screening services,

- (2) Establishment of a county-wide social emotional framework for children and their families,
 - (3) Establishment of linkages to a coordinated referral system which would include the BabyLink referral line, the Family Education Support Network website, 211Info/Fam, Child Care Resource and Referral among others.
 - (4) Development of coordinated home visiting programming which would include the expansion of BabyLink referral line beyond birth to 3 years of age with Head Start, Oregon Pre-K, and Early Intervention/Early Childhood Special Education among others
 - (5) Expansion of family resource coordination efforts in elementary school PreventNet sites that would assist early childhood families in their transition into kindergarten
 - (6) Establishment of greater linkages between health providers, CCO's and early childhood providers in such ways as the development of strong partnerships in the Cover Oregon outreach collaborative, and the Oregon Pediatric Society's Screening Tool and Referral Training program (START)
- b. Collaborate with local Coordinated Care Organizations (CCO) to meet the terms of community assessment mandated by SB 436.
 - c. Participate in planning and implementing ELD funded statewide campaigns related to quality child care, kindergarten readiness and the importance of developmental screening and other statewide early learning initiatives.
 - d. Participate in twice yearly Early Learning System ELD – facilitated learning collaboratives focused on overall challenges and opportunities facing Early Learning Hubs.
 - e. Designate an appropriate County staff, governing body member, and/or collaborator to participate in Early Learning Division and other state County shared learning collaborative focused specifically on policy issues related to early learning alignment.
 - f. Designate an appropriate County staff, governing body member, and/or collaborator to participate in other learning collaborative efforts as they emerge.

- g. Work productively and proactively with ELD assigned ~~facilitator~~ **staff**, including participation in:
 - (1) Regular phone calls;
 - (2) Twice yearly HUB regional meetings; and
 - (3) Yearly site **and monitoring** visits.
- h. Complete an equity self-assessment by June 30, 2016 in the tool developed by ELD.
- i. Complete a demographic analysis by September 30, 2017 in the tool developed by ELD, that compares the population demographics of the Coverage Area with the actual population served.
- j. Ensure all staff providing direct services to the Target Population completes an open source training by December 31, 2016 on structural racism. ELD will provide specific training documents.

8. Performance Standards and Outcomes:

County shall:

- a. Recognize that the Strategies and Key Activities identified in County's Work Plan should roll up into comprehensive Outcomes and Targets identified in Attachment 3 –~~Outcomes and Targets~~ **through September 30, 2017. Beginning on October 1, 2017, and continuing through September 30, 2019, the Strategies and Key Activities identified in the Work Plan approved by ELD must roll up into the goals and outcomes of the Hub Roles Plan provided by ELD to County.**
- b. In collaboration with ELD, update between August and September each year, **through September 30, 2017**, the performance Targets for each of the performance Metrics in Attachment 3.
- c. Achieve annual Targets set forth in Attachment 3 **through September 30, 2017.**
- d. Meet the highest standards prevalent in the industry or business most closely involved in providing services under this Agreement.
- e. **Complete Hub monitoring accountability process to ensure that County:**
 - **Develops collaborative systems in their regions;**
 - **Invests strategically in priority populations; and**

- **Demonstrates progress on outcomes related to Early Learning System's three main goals.**
- **Participates in a culture of continuous quality improvement across the Early Learning System.**

9. Data and Reporting Requirements:

County shall:

- a. Provide input and feedback to ELD to design data collection tools including:
 - (1) Data collection requirements;
 - (2) Methodology for collection of data;
 - (3) Coordinating the collection of data;
 - (4) Rolling out collection of data and associated business process to Early Learning Service Providers coordinated by County;
 - (5) Provide feedback on functionality of data collection tools for improvement.

- b. Provide reports as follows:
 - (1) Monthly Reports: Submit by the 5th of each month for the previous month utilizing the monthly funding draw report.
 - (2) Quarterly Reports: Submit by November 30th, February 28th, May 31st and August 30th of each year utilizing the Hub Reporting Workbook.
 - (3) Annual Reports: Submit an expense report and progress towards Outcomes and Targets report by the ~~15th of August~~ **30th of November** each year utilizing the Hub Reporting Workbook.
 - (4) Equity Report: Utilizing the information provided by the equity self-assessment tool and demographic analysis, identify gaps in services by June 30, 2017 and provide a written report to the Agreement Administrator.

- c. Work with ELD to provide additional data and information as needed for reports.

- d. Submit to ELD by December 15, 2017 an equity plan based on the previous Agreement year demographic analysis showing how the County is using the prior year's approved Work Plan to ensure that the equity of the services it provides under this Agreement are addressed across all equity domains identified by County. County's**

equity plan must align with the strategies and activities identified in County's Work Plan.

- e. Ensure all staff providing direct services to populations Furthest from Opportunity complete a training on Service Equity and its explicit intersection with racial equity. Provide to the ELD evidence that the training was completed in the form of training certificates or other documentation by August 31, 2018.**
- f. Complete a demographic analysis tool developed and provided by the ELD that compares the population demographics of the Coverage Area with the actual population served by County over the Agreement period. County shall provide to the ELD a written demographic analysis by June 30, 2018 and August 31, 2019.**
- g. Using the information provided by the equity assessment tool and demographic analysis, County shall provide a report to the ELD that identifies gaps in services currently available within the County's Coverage Area. The report for 2017-18 shall be provided by September 30, 2018. The report for 2018-19 shall be provided by September 30, 2019.**
- h. Submit to ELD a written annual equity plan for ELD's review and approval. The equity plan shall describe the actions that County proposes to take in order to deliver the services described in this Agreement and Work Plan based on work performed over the Agreement Period. The report for 2017-18 shall be provided by September 30, 2018. The report for 2018-19 shall be provided by September 30, 2019.**
- i. By November 30, 2017, submit to the ELD a plan for each FCCN on a template provided by ELD.**

11. Budget Requirements:

County shall:

- a. Develop a locally focused comprehensive children's budget that reflects the resources for all Early Learning Services coordinated by County in the Coverage Area and submit to ELD no later than September 1st of every odd year. Ensure funders are willing to establish shared Outcomes and support activities to achieve them. Ensure that coordinated and subcontracted service Providers are accountable to providing services in a cost efficient manner. Work towards braided and blended funding.
- b. No more than 15% of the total funds provided to County under this

Agreement (other than funds provided to County for Family Support Services) may be expended on Administrative Overhead. No more than 10% of the funds provided to County under this Agreement for Family Support Services may be expended on Administrative Overhead.

c. Utilizing an ELD provided template, complete a comprehensive budget that accounts for all ELD funding and resources for services provided by the Hub.

d. County may, upon written notice to ELD and ELD's written approval, move up to 10 percent of the funds in any one Budget category to any other Budget category. Any other Budget modifications are subject to and conditioned on ELD's written approval and, if applicable, legal sufficiency review and approval by the Oregon Department of Justice.

EXHIBIT A, Part 2, Payment and Financial Reporting is revised as follows:

1. Payment Provisions

a. As consideration of services provided by ~~ODE~~ **County** during the period specified in Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3. a Consideration of this Agreement, to be paid as follows:

(1) Beginning January 1, 2016 through June 30, 2017:
\$27,438.68 per month for Hub Coordination

(2) Beginning June 01, 2017 through June 30, 2017:
\$36,615.28 lump sum for Hub coordination in addition to the amounts identified in this exhibit A, Part 2. 1. a. 1

(3) Beginning July 1, 2017 through September 30, 2017:
\$26,498.50 per month for Hub Coordination

**Beginning October 1, 2017 through June 30, 2019:
\$25,606.38 per month for Hub Coordination**

**Beginning July 1, 2019 through September 30, 2019:
\$25,363.00 per month for Hub Coordination**

(4) Beginning July 1, 2016 through June 30, 2017:
\$1,249.33 per month for Preschool Promise Coordination

(5) Beginning July 1, 2017 through September 30, 2017:
\$1,547.25 per month for Preschool Promise Coordination

Beginning October 1, 2017 through June 30, 2018:
\$1,836.03 per month for Preschool Promise Coordination

Beginning July 1, 2018 through June 30, 2019:
\$1,816.75 per month for Preschool Promise Coordination

Beginning July 1, 2019 through September 30, 2019:
\$1,816.75 per month for Preschool Promise Coordination

~~(5)~~ ~~(6)~~ Beginning July 1, 2016 through June 30, 2017:
\$23,803.33 per month for Preschool Promise Services

~~(7)~~ Beginning July 1, 2017 through September 30, 2017:
\$23,803.33 per month for Preschool Promise Services

Beginning October 1, 2017 through June 30, 2018:
\$28,247.22 per month for Preschool Promise Services

Beginning July 1, 2018 through June 30, 2019:
\$27,950.33 per month for Preschool Promise Services

Beginning July 1, 2019 through September 30, 2019:
\$27,950.33 per month for Preschool Promise Services

~~(6)~~ ~~(8)~~ In addition to the amount set forth in subsection (1) and ~~(2)~~ through ~~(5)~~ ~~(6)~~ above:

Beginning June 01, 2017 through June 30, 2017:
\$1,000.00 lump sum for Great Start Service Expenses in addition to the amounts identified in this Exhibit A, Part 2. 1. a.

Beginning January 1, 2016 through June 30, 2017:

Up to \$100,628.09 for Great Start Service expenses, disbursed on an expense reimbursement basis

Up to \$188,487.71 for Family Support Service expenses, disbursed on an expense reimbursement basis

Up to \$623,086.75 for Kindergarten Partnership and Innovation Service expenses, disbursed on an expense reimbursement basis

Up to \$184,105.24 for School Readiness Service expenses, disbursed on an expense reimbursement basis

Up to \$113,119.64 for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

Beginning July 1, 2017 through ~~September 30, 2017~~ June 30, 2019:

Up to \$10,697.71 for Great Start Service expenses, disbursed on an expense reimbursement basis

Up to ~~\$22,264.35~~
\$159,074.35 for Family Support Service expenses, disbursed on an expense reimbursement basis

Up to \$80,033.58 for Kindergarten Partnership and Innovation Service expenses, disbursed on an expense reimbursement basis

Up to ~~\$24,224.37~~
\$227,229.37 for School Readiness Service expenses, disbursed on an expense reimbursement basis

Up to ~~\$14,884.16~~
\$79,114.16 for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

Beginning October 1, 2017 through June 30, 2019:

Up to \$176,563.68 **for Focused Child Care Network Service expenses, disbursed on an expense reimbursement basis**

Beginning July 1, 2019 through September 30, 2019:

Up to \$19,544.00 **for Family Support Service expenses, disbursed on an expense reimbursement basis**

Up to \$29,208.00 **for School Readiness Services expenses, disbursed on an expense reimbursement basis**

Up to \$9,662.00

for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

Up to \$22,070.46

for Focused Child Care Network Service expenses, disbursed on an expense reimbursement basis

The funds set forth in Section 1. a (1) ~~and (2)~~ **through (5)** may be expended only on the delivery of services under this Agreement and the funds identified in Section 1. a ~~(3)~~ **(6)** for a specific service may be expended only on the delivery of the specified service. For purposes of Sections 1.a ~~(3)~~ ~~and~~ (4), Preschool Promise Coordination means the coordination and monitoring of the subcontracted providers' delivery of Preschool Promise services in accordance with the terms and conditions of this Agreement.

2. Travel Expenses.

ODE shall not reimburse County for any travel expenses ~~under~~ **unrelated to** this Agreement.

EXHIBIT E
Part 1

Great Start
Program Requirements
January 1, 2016-September 30, 2017

- 1. Program Purpose:** County shall provide in the Coverage Area the Great Start Services described in Section 3 below. County shall design and deliver the Great Start Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Great Start Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.
- 2. Eligibility:** Prenatal services to expectant mothers, children 0 through six years of age and the children's families.
- 3. Services:** Programs and services in the Coverage Area that promote Outcomes identified in this Agreement including, but not limited to, research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness.
- 4. Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section ~~40b~~ **11 b**.

EXHIBIT E Part 2

Family Support Services Program Requirements

1. **Program Purpose:** County shall provide in the Coverage Area the Family Support Services described in Section 3 below. County shall design and deliver the Family Support Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 **from January 1, 2016 through September 30, 2017, and from October 1, 2017 through September 30, 2019 the Hub Roles Plan** and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Family Support Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.

2. **Eligibility:** All children and their families.

3. **Services:** Family Support Services are community-based services to promote the well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development. *US Department of Health and Human Services, Administration for Children and Families.*
 - a. Family Support Services must (1) be family-focused and targeted to the family and not only the child or other individual family member(s); (2) be focused on at-risk families so that the services will have an impact on the population that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies). Family Support Services (Title IV-(B)(2)) funds allocated may not be used for family preservation or family reunification services as these are services provided by DHS.

 - b. Family Support Services funds are federal Title IV-B(2). Use and expenditure of these funds must meet all federal requirements. Family Support Services may include:
 - (1) Services, including in-home visits, parent support groups, and other programs designed to improve parenting skills (by reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health, and nutrition. Example of programs may

include Parenting Classes, Parent-to-Parent Support, and In-Home Visitation classes;

- (2) Respite care of children to provide temporary relief for parents and other caregivers including, for example, family respite care;
- (3) Structured activities involving parents and children to strengthen the parent-child relationship, including, for example, Healthy Families Oregon;
- (4) Drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including, for example, family resource centers;
- (5) Transportation, information and referral services to afford families access to other community services, including child care, health care, nutrition programs, adult education literacy programs, legal services, and counseling and mentoring services, including, for example, Dial-a-Ride, child care referral, and outreach centers; and
- (6) Early developmental screening of children to assess the needs of such children, and assistance to families in securing specific services to meet these needs, including, for example, Healthy Families Oregon.

4. Title IV-B2 Family Support Services Funds: When utilizing federal Title IV-B2 Family Support Services funds, County shall comply and require all Providers 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 ELD such documentation as ELD 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.

5. Title IV-B2 Family Support Services Match Requirement: Federal Title IV-B2 Family Support Services Funds require 25% match. Match funds can be in-kind, cash or cash equivalent. Other Federal Funds can't be utilized as match funds. **This requirement will be met by ELD.**

6. Title IV-B2 Family Support Services Administrative Overhead: No more than 10% of the funds provided to County under this Agreement for Family Support Services may be expended on Administrative Overhead.

EXHIBIT E
Part 3

Kindergarten Partnership and Innovation (KPI)
Program Requirements
January 1, 2017 through September 30, 2017

1. **Program Purpose:** County shall provide in the Coverage Area KPI services as described in Section 3 below. County shall design and deliver KPI Services in a manner that supports achievement of connections between early learning and K-12 education systems, the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement.
2. **Eligibility:** All children and their families.
3. **Services:** KPI services are services that assist children in becoming ready for and successful in kindergarten including but not limited to preschool and other early learning opportunities in connection with other community based Providers, licensed childcare providers, elementary schools or other Providers of Early Learning Services.
4. **Restrictions on Use of Funds:** Subcontracted Providers of KPI services are limited to Education Service Districts (ESD), K-12 school districts, non-profit organizations, and post-secondary institutions. Funds provided to County under this Agreement for KPI services may not be used for capital expenses, such as facilities, or to supplant existing federal or state funds. Capital expenses do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.
5. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section ~~40b~~ **11 b**.

EXHIBIT E
Part 4

School Readiness
Program Requirements

1. **Program Purpose:** County shall provide in the Coverage Area School Readiness Services described in Section 3 below. County shall design and deliver School Readiness Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 **for January 2016 through September 30, 2017, and for October 1, 2017 through September 30, 2019 the Hub Roles Plan** and other Hub and ELD goals as described in this Agreement. School Readiness Services must be community-based, high quality early learning experience and/or therapeutic services, with demonstrated positive school readiness.
2. **Eligibility:**
 - a. Children who are receiving Healthy Families Oregon services, Early Head Start services, Oregon Pre-Kindergarten services, or are on other early learning service waiting lists.
 - b. Children in County targeted elementary school catchments areas.
 - c. Children from historically underserved populations.
 - d. Children with diagnosed disabilities or delays in natural settings.
3. **Services:** School Readiness services are (a) services that increase the number of QRIS providers focused on providing culturally specific services or services in targeted school catchments or low-income communities, serving children and families of historically underserved populations, (b) community-based evidence based early literacy services that target high-risk communities or populations and promote cross-sector collaboration, ~~and~~ (c) capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training, **(d) research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness, (e) culturally responsive family engagement activities that promote seamless transitions into kindergarten and the family's comfort and engagement at their child's school, and (f) coordination and identification of children and families from Target Populations, to recruit them for early learning activities that prepare them for success in school, enroll them in services, and make timely referrals with smooth transitions**
4. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section ~~40b~~ **11 b.**

EXHIBIT E
Part 5

**Healthy Stable, and Attached Families
Program Requirements**

1. **Program Purpose:** County shall provide in the Coverage Area Healthy, Stable and Attached Family Services as described in Section 3 below. County shall design and deliver Healthy, Stable and Attached Family Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 for January 2016 through September 30, 2017, and for October 1, 2017 through September 30, 2019 the Hub Roles Plan and other Hub and ELD goals as described in this Agreement. Healthy, Stable and Attached Family Services must be focused on activities that promote healthy, stable and attached families.

2. **Eligibility:** All Children and their families.

3. **Services:** Healthy, Stable, and Attached Families services are (a) services that increase access to evidence based early learning programs, including culturally specific community-based programs, that increase the confidence and competence of caregivers and/or strengthen resiliencies of families who are experiencing specific stressors, (b) services that build connectivity and collaboration between Early Learning Services and health, mental health, child welfare, self-sufficiency and other stabilization programs, and (c) capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training, (d) services that address social determinants of health that lead to health and well-being for young children and their families, (e) services that increase protective factors and reduce childhood experiences of abuse or neglect, (f) services that ensure children and families from Target Populations have access to medical, dental, mental health and other health care services.

4. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section ~~40b~~ 11 b.

EXHIBIT E
Part 6

Preschool Promise
Program Requirements

1. **Program Purpose:** County shall deliver through subcontracts, and in accordance with and subject to the ELD Preschool Promise ~~Operational~~ **Operating** Guidelines dated 8/2016 (the “Operational Guidelines”), Preschool Promise services in the Coverage Area. The ~~Operational~~ **Operating** Guidelines are incorporated herein by this reference and County acknowledges its receipt of a copy of the ~~Operational~~ **Operating** Guidelines. County shall incorporate the ~~Operational~~ **Operating** Guidelines in each of its subcontracts and shall furnish a copy of the ~~Operational~~ **Operating** Guidelines to each of its subcontracted providers.
2. **Administrative Overhead:** Administrative Overhead incurred in the delivery of Preschool Promise services is included in the Administrative Overhead that is subject to the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section ~~10b~~ **11 b**.
3. During the term of this Agreement and as further described below, County is expected to maintain, **at minimum** 28 Preschool Promise enrollment opportunities. If County falls below 85% of the expected enrollment opportunities in any quarter, ODE shall meet with the County to determine the reasons for the failure to maintain at least 85% of the expected number of enrollment opportunities. The failure to maintain at least 85% of the expected number of enrollment opportunities during a single quarter shall not constitute a default under this Agreement if County is able to explain the failure to ODE’s reasonable satisfaction and County takes action to remedy the failure in the following quarter. If the County fails to maintain at least 85% of the expected number of enrollment opportunities for two consecutive quarters, County shall be in default under this Agreement and ODE may exercise any of its remedies under this Agreement, including but not limited to assisting County in curing the default through technical assistance, putting the County on a work plan, or proposing an amendment to this Agreement to decrease the enrollment opportunities and associated funding.

EXHIBIT E

Part 7

Focused Child Care Network

Program Requirements

October 1, 2017 through September 30, 2019

1. Program Purpose: The purpose of a FCCN is to gather a cohort of Early Educators to meet frequently with a Quality Improvement Specialist (QIS) to discuss best practices, access and share resources, receive training and encourage progress as they work toward increasing the quality of their programs. The FCCNs will utilize Spark as the framework to support continuous quality improvement with an expectation that programs will submit an application and portfolio to receive a Spark quality rating.

2. Services
 - a. The County will hold a sub-contract to establish and maintain at least one FCCN. The FCCN(s) must:
 - i. Follow the operating guidelines provided by the ELD.
 - ii. Be facilitated by a QIS.

 - b. The QIS must:
 - i. Meet the minimum qualifications as outlined in the operating guidelines provided by the ELD.
 - ii. Participate in meetings and trainings as required by the ELD and identified in the operating guidelines.
 - iii. Identify, recruit, and enroll Early Educators within the Hub Coverage Area to participate in the FCCN(s) to address Target Populations identified by the Hub within the Coverage Area.
 - iv. Co-create quality improvement plans with FCCN participants and provide them with training, technical assistance and ongoing support.
 - v. Assist Early Educators in submitting an application and portfolio to receive an initial star rating or an increase in their star rating in Spark.

3. Compensation and Expense Reimbursement: Eligible expenses for performance of the Work include the expenses set forth below and other expenses that are substantially in accordance with the Statement of Work, approved by Agency and necessarily incurred in performing the Work:
 - a. Cost of materials acquired, consumed, or expended specifically for the purpose of the Agreement.

- b. All funds allocated through this funding stream are required to be expended prior to requesting payment.
 - c. Requests for funds shall be submitted within 30 days of the billing period, using the Electronic Grant Management System (EGMS). With each request to the ELD the County shall submit an expenditure report using the ELD provided template. Counties shall provide any additional information or further details as the ELD Agreement Administrator may require upon request.
 - d. All required reports due in any billing period must be received and approved by the ELD Agreement Administrator prior to any payments being released for that billing period.
4. Administrative Overhead: Administrative Overhead incurred in the delivery of Focused Child Care Network services is included in the Administrative Overhead that is subject to the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 11 b.

**Attachment 3
Outcomes, Metrics, Baselines and Targets**

January 1, 2016 through September 30, 2017

Outcome #1: The early childhood system is aligned, coordinated and family-centered.

Metric: Program participation data demonstrates increase in services to children and families in the target population.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
2,200	2,310	2,426

Outcome #2: Children are supported to enter school ready to succeed.

Metric: Increase the number of children from Early Head Start, Head Start, OPK, Relief Nurseries, Healthy Families Oregon and/or other waiting lists served by a Hub subcontractor.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

Metric: Increase in number of 3, 4, and 5-star QRIS providers serving children from high poverty “hot spots”, as designated by the Department of Human Services, and an increase in the number of children served in hot spots.

Number of Providers:

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
0	10	20

Number of Children:

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
0	15	44

Metric: Increase in percent of children who receive a developmental screen before the age of 3.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
49%	53%	57%

Metric: Increase in percentage of children enrolled in kindergarten before start of school year.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

Outcome #3: Families are healthy, stable and attached.

Metric: Increase in percentage of children in Employment Related Day Care (ERDC) in a 3, 4 or 5-star QRIS program.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
.6%	3.9%	6.2%

Metric: Increase in the number of children and families served by DHS (e.g., through TANF or child welfare) who are receiving early learning, parent education or family support services.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

Metric: Increase in the percentage of children on OHP who make it to 6 or more well-child visits by 15 months of age.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
58%	62%	66%



Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

November 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of the Addendum to the Intergovernmental Agreement Between
Clackamas County, Building Codes Division and the City of Sandy**

Purpose/ Outcomes	This Addendum replaces Sections I, II and V of the existing Intergovernmental Agreement (IGA) between the County and the City of Sandy (the City), establishing a reciprocal agreement to provide on-call building code plans review and inspection services between our jurisdictions using operational hourly rates.
Fiscal Impact	When one jurisdiction provides services to the other, the following fee structure will be used. <ul style="list-style-type: none"> • Structural, mechanical, and plumbing inspections will be billed at the adopted operational hourly rates of the jurisdiction providing the work. • For plans review, 100% of all plans review fees collected will be paid to the jurisdiction providing the work.
Funding Source	Permit fees – no County general funds are involved.
Duration	This addendum will be included in the current IGA, which may be terminated by either party through written notice received 60 days prior to the termination date.
Strategic Plan Alignment	4) Ensure safe, healthy and secure communities.
Previous Action	5/15/08: BCC approved the current IGA for the County to provide building inspection and plan review services to the City when need arises due to vacancy, medical leave or other appropriate reasons.
Contact Person	Cheryl Bell, Deputy Building Codes Administrator, Transportation & Development, 503-742-4721

BACKGROUND

On May 15, 2008 the City of Sandy and Clackamas County entered into an IGA for the County to provide building inspection and plan review services to the City when need arises due to vacancy, medical leave or other appropriate reasons.

If adopted, this addendum will update the agreement to establish a reciprocal relationship in providing these services. This change would allow both the County BCD and the City of Sandy, with prior notification as outlined in the addendum, to utilize building code inspection and plans review services in an on-call basis. The ability to have this reciprocal relationship will assist the County BCD in staffing and workforce management.

The addendum also updates the financial terms of the IGA, with one hundred percent of all plan review fees being retained by the jurisdiction providing the service, and all hourly inspection rates being set at adopted jurisdictional operational hourly rates, therefore having the rates include the cost of all employee salary and other associated employment costs. **County Counsel has reviewed and approved this change.**

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve this addendum to the Intergovernmental Addendum between Clackamas County Building Codes Division and the City of Sandy, establishing reciprocal building codes services and updating the fees to use the adopted operational rates.

Respectfully submitted,

Scott Caufield
Building Codes Administrator

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
Between
CLACKAMAS COUNTY, BY AND THROUGH THEIR DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT, BUILDING CODES DIVISION
and
CITY OF SANDY

This is an amendment to the Intergovernmental Cooperative Agreement (the "Amendment") between the City of Sandy ("City") and Clackamas County, by and through its Department of Transportation and Development, Building Codes Division ("BCD").

RECITALS

This Amendment is made and entered into by the City and BCD as an amendment to the Intergovernmental Agreement between the parties, which was fully executed on May 15, 2008, and relates to the administration of the City's building codes program (the "IGA").

The City and BCD desire to clarify the rate for which services will be provided by BCD to the City. The Parties also wish to allow the City to do work on behalf of BCD in the same manner that BCD is currently permitted to do work on behalf of the City.

AGREEMENT

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Section I. shall be deleted in its entirety and replaced with the following:

I. SCOPE OF SERVICES:

A. City Responsibilities When Requesting Services

Under this Agreement, City shall have the following responsibilities when requesting services:

1. City shall give BCD reasonable notice when these services are required. "Reasonable notice" shall mean one week or more for planned events, or as soon as possible for unplanned events.
2. City shall be responsible for the operation and management of its building permits program as outlined under ORS 455 and other relevant statutes, and under OAR 918 and other relevant administrative rules.

3. City shall send BCD a list of structural, mechanical and plumbing inspection requests each morning by no later than 6:00 AM on those days services are required and for which reasonable notice has been provided. The list described herein shall be sent via email to BCD's designated building official.
4. City shall be responsible for record maintenance for all permits it issues, including permits for which BCD does the inspections. Those files, and all inspection requests, shall be available to BCD staff.
5. City shall supply BCD with inspection forms and any other essential documents necessary for the proper completion of all inspections.
6. City shall make the inspection forms and files readily available to BCD at City's offices, or may provide the same to BCD via email, such that BCD may efficiently pick up, or be sent via email, needed paperwork and complete timely inspections.
7. Unless otherwise stipulated, City shall require that third party inspection and plan review providers be responsible for completion of all work reviewed and inspected under their contracts. BCD shall not do inspections or other work for which it is not compensated.
8. City shall be responsible for compensating BCD for services rendered as provided in the Section II below, entitled "Compensation." Along with any payment submitted by the City to BCD, the City shall prepare and include a monthly report identifying all structural, mechanical and plumbing plan reviews submitted to BCD on behalf of the City pursuant to this Agreement. If errors or discrepancies are found in the report, the City shall work with BCD to resolve the identified issue.

B. BCD Responsibilities When Providing Services

Under this Agreement, BCD shall have the following responsibilities when providing services:

1. BCD shall perform all requested inspections on the business day they are requested, unless prevented from doing so by adverse weather or other unforeseen circumstances.
2. BCD shall provide written or electronic inspection reports to customers and City. The reports will be clearly written and shall be left on the job site. A copy of all reports shall be returned to City's offices when inspections are complete or

the next business morning if work is not completed before City's offices are closed.

3. BCD inspectors shall make themselves available to answer questions from City customers and contractors concerning any plan review or inspection assigned to BCD under this Agreement.
4. BCD shall complete delegated plan reviews in a timely manner, and communicate directly with permit applicants if plan corrections are necessary.
5. For structural, mechanical, and plumbing inspections, BCD shall invoice the City as provided in the Section II below, entitled "Compensation."

C. BCD Responsibilities When Requesting Services

Under this Agreement, BCD shall have the following responsibilities when requesting services:

1. BCD shall give City reasonable notice when these services are required. "Reasonable notice" shall mean one week or more for planned events, or as soon as possible for unplanned events.
2. BCD shall be responsible for the operation and management of its building permits program as outlined under ORS 455 and other relevant statutes, and under OAR 918 and other relevant administrative rules.
3. BCD shall send City a list of structural, mechanical and plumbing inspection requests each morning by no later than 8:00 AM on those days services are required and for which reasonable notice has been provided. The list described herein shall be sent via email to the following address:

nrobinson@ci.sandy.or.us
tgift@ci.sandy.or.us

4. BCD shall be responsible for record maintenance for all permits it issues, including permits for which City does the inspections. Those files, and all inspection requests, shall be available to City staff.
5. BCD shall supply City with inspection forms and any other essential documents necessary for the proper completion of all inspections.
6. BCD shall make the inspection forms and files readily available to City at BCD's offices, or may provide the same

to City via email, such that City may efficiently pick up, or be sent via email, needed paperwork and complete timely inspections.

7. Unless otherwise stipulated, BCD shall require that third party inspection and plan review providers be responsible for completion of all work reviewed and inspected under their contracts. City shall not do inspections or other work for which it is not compensated.
8. BCD shall be responsible for compensating City for services rendered as provided in the Section II below, entitled "Compensation." Along with any payment submitted by BCD to the City, BCD shall prepare and include a monthly report identifying all structural, mechanical and plumbing plan reviews submitted to the City on behalf of BCD pursuant to this Agreement. If errors or discrepancies are found in the report, BCD shall work with the City to resolve the identified issue.

D. City Responsibilities When Providing Services

Under this Agreement, City shall have the following responsibilities when providing services:

1. City shall perform all requested inspections on the business day they are requested, unless prevented from doing so by adverse weather or other unforeseen circumstances.
2. City shall provide written or electronic inspection reports to customers and BCD. The reports will be clearly written and shall be left on the job site. A copy of all reports shall be returned to BCD's offices when inspections are complete or the next business morning if work is not completed before BCD's offices are closed.
3. City inspectors shall make themselves available to answer questions from BCD customers and contractors concerning any plan review or inspection assigned to City under this Agreement.
4. City shall complete delegated plan reviews in a timely manner, and communicate directly with permit applicants if plan corrections are necessary.
5. For structural, mechanical, and plumbing inspections, City shall invoice BCD as provided in the Section II below, entitled "Compensation."

Section II. shall be deleted in its entirety and replaced with the following:

II. COMPENSATION:

A. Structural, Mechanical and Plumbing Inspection:

1. Structural, mechanical, and plumbing inspections, when done by BCD on behalf of the City, will be billed to the City at BCD's operational hourly rate for inspection services. Current rates for these services are as follows:

- Structural/mechanical inspector: \$100.24
- Structural/mechanical inspector supervisor: \$140.27
- Plumbing inspector: \$110.61
- Plumbing inspector supervisor: \$133.38

BCD's operational hourly rate stated herein includes the costs of all employee salary and other associated employment costs. BCD will direct work to inspectors unless, in the opinion of BCD's designated building official, a supervisor is needed to capably complete the inspection.

2. Structural, mechanical, and plumbing inspections, when done by City on behalf of BCD, will be billed to BCD at City's operational hourly rate for inspection services (currently \$105.00). City's operational hourly rate stated herein includes the costs of all employee salary and other associated employment costs.
3. BCD shall invoice City monthly for the structural, mechanical, and plumbing inspections that BCD has completed on behalf of the City. Within 30 days of receiving an invoice for services, the City shall remit payment consistent with the instructions provided on the invoice. If errors or discrepancies are found in the invoice, City shall work with BCD to resolve the identified issue. City waives the right to object to any error or discrepancy not identified by the City and reported to BCD within 14 days of receipt of the invoice by the City.
4. City shall invoice BCD monthly for the structural, mechanical, and plumbing inspections that City has completed on behalf of BCD. Within 30 days of receiving an invoice for services, BCD shall remit payment consistent with the instructions provided on the invoice. If errors or discrepancies are found in the invoice, BCD shall work with the City to resolve the identified issue. BCD waives the right to object to any error or discrepancy not identified by BCD and reported to the City within 14 days of receipt of the invoice by BCD.

B. Plan Review

1. Fees for structural, mechanical and plumbing plan reviews, when done by BCD on behalf of the City, shall be remitted by the City in amounts consistent with the City's operative plan review fee schedule. The City will ensure that BCD is provided the most current plan review fee schedule in the event the fee schedule is updated. One hundred percent of the plan review fee collected by the City shall be paid to BCD. Within 30 days of the end of any calendar month in which the City collects plan review fees pursuant to this section, the City shall remit all plan review fees collected during that calendar month to BCD.
2. Fees for structural, mechanical and plumbing plan reviews, when done by the City on behalf of BCD, shall be remitted by BCD in amounts consistent with BCD's operative plan review fee schedule. BCD will ensure that the City is provided the most current plan review fee schedule in the event the fee schedule is updated. One hundred percent of the plan review fee collected by BCD shall be paid to the City. Within 30 days of the end of any calendar month in which BCD collects plan review fees pursuant to this section, BCD shall remit all plan review fees collected during that calendar month to the City.

C. General Financial Commitments

1. In the event that this Agreement is terminated, any party that has initiated the performance of work on behalf of the other party prior to such termination agrees to complete that work, even after this Agreement is terminated, unless other arrangements are negotiated and agreed to in a written instrument signed by both parties and all necessary approvals are obtained. The party performing the work shall be compensated consistent with the terms of this Agreement for all completed work.
2. BCD and the City may not change these financial commitments except as provided in Section V.K., below,, except that each party may amend its own operational hourly rate and plan review fee schedule, without formal notice to the other party, so long as those changes are made by the governing body of the City or BCD, as the case may be, pursuant to a publically noticed budget adoption or fee revision process, or pursuant to a change to indirect rates which is authorized by the Oregon Department of Transportation. In no event shall any fee or costs increase more than ten percent (10%) in any calendar year without the mutual consent of both parties.

Section V. shall be deleted in its entirety and replaced with the following:

V. SPECIAL CONDITIONS:

- A. Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. Public Contracting Requirements.** To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235 are incorporated by this references as though fully set forth herein.
- D. Nondiscrimination.** BCD and City agree to comply with all Federal, State, and local law prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, sexual orientation, or the presence of any mental or physical handicap.
- E. Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, BCD agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of BCD or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which BCD has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend BCD, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.
- F. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the

same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- G. Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- I. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- J. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- K. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- L. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- M. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- N. No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than BCD or the City.
- O. Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- P. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

Section VI. B. 3. shall be deleted in its entirety and replaced with the following:

3. In the event of termination, both Parties shall make every effort not to oblige the other Party to do inspection or plan review work beyond the date of termination, and each Party shall assume the responsibility to maintain its own inspection program consistent with statutes and administrative rules through other means.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

In witness hereof, the parties have executed this Amendment by the date set forth opposite their names below.

City of Sandy


Name: _____

Date: 10/17/17

Title:

Kelly O'Neill Jr.
Recording Secretary

**Clackamas County
Board of County Commissioners**

Name:

Date: _____

Title: Chair of the Board of County Commissioners

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 2, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the Intergovernmental Agreement No. 30447 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project

Purpose/Outcomes	The amendment will allow the Oregon Department of Transportation (ODOT) to combine ODOT's project on OR-213 near Union Mills with the County's project on Union Mills.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$1,114,701 Federal-Aid Multimodal Transportation Enhance Program (MTEP): \$808,004 County Road Fund: \$306,697
Funding Source	Federal MTEP and County Road Funds.
Duration	Upon execution through completion of the project.
Previous Board Action	04/30/15: BCC Approval of Agreement No. 30447 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project 07/27/17: BCC Approval of Amendment No. 1 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project to clarify maintenance responsibilities for the water quality facility to be constructed with the project.
Strategic Plan Alignment	This work promises to Ensure safe, healthy and secure communities by constructing a dedicated right-turn lane that will increase the capacity and function of the intersection and likely decrease intersection-related accidents.
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

The Department of Transportation and Development (DTD) received a federal grant to construct roadway improvements on Union Mills Road just prior to its intersection with Oregon Highway 213 (OR-213). The County entered into an agreement with the Oregon Department of Transportation (ODOT) to implement the project with oversight from DTD.

The improvements will consist of a 300-foot long, dedicated right-turn lane westbound on Union Mills Road. ODOT has a project on OR-213 to increase sight distance at the Union Mills Intersection and the amendment will allow ODOT to combine the projects into one construction project to provide economies to scale and less disruption to the area. Funding for the project will be from Multimodal Transportation Enhance Program with a match coming from the County's road fund. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 to the Intergovernmental Agreement for the OR-213 at Union Mills Road Project.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

**AMENDMENT NUMBER 02
LOCAL AGENCY
AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
Project Name: OR-213 at Union Mills Road**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," or "ODOT," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on May 19, 2015 and Amendment No. 01 on July 27, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add a STIP number for the construction phase. The Preliminary Engineering and Right of Way phase was completed under Key Number 18826 and construction will be completed under Key No. 18789.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Footer, Page 1, which reads:

Key No. 18826

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

Key No. 18826 and 18789

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #18826 and #18789) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

SIGNATURES TO FOLLOW

Key Nos. 18826 and 18789

CLACKAMAS COUNTY, by and through its elected officials

By _____
Chair
Date _____

By _____
Recording Secretary
Date _____

**LEGAL REVIEW APPROVAL
(If required in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Joel Howie, Civil Engineering
Supervisor Clackamas County -
Engineering Division Development
Services Building
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4658
jhowie@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager
Date _____

By _____
Region 1 Enhance Program Manager
Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General
Date: _____

State Contact:

Kelly Brooks, Policy & Development
Manager
123 NW Flanders Street
Portland, OR 97225
(503) 731-8245
kelly.brooks@odot.state.or.us

DRAFT

Approval of Previous Business Meeting Minutes:

October 5, 2017

October 12, 2017

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, October 5, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Ken Humberston
Commissioner Sonya Fischer via telephone

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation for the recognition of Educational and Child Care Facilities which have Attained 100% Immunization Rates
Lindsey Butler, Health, Housing & Human Services presented the staff report, a PowerPoint. Slideshow and a photo opportunity for the Board and members of the Child Care facilities.
~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Spoke on vaccines, evening business meetings, parks meetings, mental illness
~Board Discussion~

III. CONSENT AGENDA

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

Administrator Krupp explained the revision to the business meeting agenda to include item IV.1 for the Development Agency “Approval of a Contract with Trench Line Excavation for Construction of the 115th Avenue Utility Line Extension Project”. Chair Bernard asked for a clarification on the cost of the project.

~Board Discussion~

Chair Bernard asked the Clerk to read the consent agenda by title, Administrator Krupp read a message from Commissioner Fischer asking for more information on item A.2. Chair Bernard then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda as amended.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye
Commissioner Schrader: Aye
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 1 to Subrecipient Grant Agreement 17-027 with Folk-Time, Inc. for Peer-Directed Mental Health Support Services in Clackamas County – Behavioral Health

2. Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. Approval to Apply for the Local Bridge Program Grant through the Oregon Department of Transportation
2. Approval of a Contract with HDR Engineering, Inc. for Design Engineering Services for the Boardman Creek Fish Habitat Restoration Project - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the Clackamas County Investment Policy – *Treasurer*

D. Department of Disaster Management

1. Approval of Amendment No. 4 to Subrecipient Grant Agreement 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination
2. Approval of an Intergovernmental Funding Agreement with Oregon State Police, Office of State Fire Marshal

E. Business & Community Services

1. Approval of a Contract Amendment with Mackenzie Engineering, Inc., dba Mackenzie for Clackamas County Employment Lands Assessment Program - *Procurement*

IV. DEVELOPMENT AGENCY

1. Approval of a Contract with Trench Line Excavation for Construction of the 115th Avenue Utility Line Extension Project - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned -- 11:07AM

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. 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, October 12, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation to declare October 2017 as Domestic Violence Awareness Month in Clackamas County. Rod Cook, Health, Housing & Human Services presented the staff report and introduced speakers to address the board.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Spoke regarding the family justice center, mental illness, communication and the Oregon Wildfires

~Board Discussion~

III. PUBLIC HEARING

1. Board Order No. **2017-114** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of 162nd Avenue. County Road No. 335
Rick Maxwell, Department of Transportation & Development presented the staff report. Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of 162nd Avenue. County Road No. 335.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Humberston: Aye
Commissioner Fischer: Aye
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

IV. PUBLIC DISCUSSION ITEM

County Counsel

1. Approval of a Settlement Agreement in the Case of *City of Gladstone v Clackamas County*

Chris Storey presented the staff report and County Administrator Krupp presented a PowerPoint.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak

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

1. Stephanie Kurzenhauser, Milwaukie – Spoke in support of the County and Gladstone Settlement Agreement.
2. Grover Jeffrey Bornefeld, Jennings Lodge – Spoke in support of County and Gladstone settlement agreement.
3. Les Poole, Gladstone – Spoke on Library taxing districts, marijuana and supported working together on settlement
4. Chips Janger, Oak Grove – Spoke in support of the County and Gladstone settlement agreement
5. Thelma Haggemiller, Oak Grove – Spoke in support of the settlement agreement

~Board Discussion~

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Settlement Agreement in the Case of the City of Gladstone v Clackamas County.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Humberston: Aye
Commissioner Fischer: Aye
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title,

Commissioner Humberston commented on item C.2

~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

Chair Bernard then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda
Commissioner Schrader: Second
all those in favor/opposed:
Commissioner Fischer: Aye
Commissioner Humberston: Aye
Commissioner Savas: Aye
Commissioner Schrader: Aye
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Funding Agreement with United Way of the Columbia-Willamette for the Blueprint for Healthy Clackamas – *Public Health*
2. Approval of an Intergovernmental Agreement with Oregon Health & Science University for Training Staff and Equipment for the Emergency Medical Services Annual Training Event – *Public Health*

3. Approval of an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission for Continuation of the Adult Drug Court Services – *Health Centers*
4. Approval of an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission for Continuation of the Mental Health Court Services – *Health Centers*

B. Department of Transportation & Development

1. Board Order No. **2017-115** Declaring Realigned Otty Road to be County Road No. 196 and be Included in the County Road System

C. Finance Department

1. Resolution No. **2017-116** for a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2017-2018
2. Resolution No. **2017-117** for a Clackamas County Transfer of Appropriations for Fiscal Year 2017-2018
2. Resolution No. **2017-118** for a Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2017-2018

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

E. Technology Services

1. Approval of a Service Level Agreement between Technology Services and the Quest Center for Integrative Health for Voice and Data Services

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED - 11:56 AM

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



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/

November 2, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

FY 2017 – 2018 Local Subrecipient Grant Agreement For the Children’s Center of Clackamas County

Purpose/Outcomes	To benefit child abuse victims and their families by providing medical diagnosis and treatment recommendations within Clackamas County and provide law enforcement with necessary information to allow for prosecution.
Dollar Amount and Fiscal Impact	The County will receive \$360,000 from the State of Oregon for child abuse multidisciplinary intervention and these funds will be passed through to the Children’s Center. In addition, the District Attorney has appropriated \$80,000 from the 17-18 budget to be dedicated to the Children’s Center.
Funding Source	State of Oregon, acting by and through OR Dept of Justice and County General Fund.
Duration	Effective July 1, 2017 through June 30, 2018.
Previous Board Action/Review	09/08/16, Item C.2: BCC approved subrecipient agreement amendment renewal for one year between Clackamas County and The Children’s Center of Clackamas County.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities for children.
Contact Person	Bob Willson, Admin Analyst 2 – District Attorney’s Office – 503-650-3011

BACKGROUND:

Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County MDT to the Children’s Center, the County’s designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children’s Center is a partner in Clackamas County’s response to child abuse, intervention, prevention, and prosecution. The Children’s Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children’s Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children’s Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children’s Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached subrecipient grant agreement between Clackamas County and the Children’s Center of Clackamas County as submitted.

Respectfully submitted,

John S. Foote

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CAMI-RSP-2017-ClackamasCo-001	
Program Name: Clackamas County CAMI MDT Program/Project Number:	
This Agreement is between Clackamas County, Oregon , acting by and through its District Attorney's Office and The Children's Center of Clackamas County , an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko	Program Manager: Joan Radonich
Clackamas County Dept. of Finance 2051 Kaen Rd. Oregon City, OR 97045 (503) 742-5425 MMorasko@co.clackamas.or.us	Clackamas County District Attorney 807 Main Street, Rm 7 Oregon City, OR 97045 (503) 655-8431 Jprc5@comcast.net
SUBRECIPIENT Data	
Finance/Fiscal Representative: Leslie Everson, Controller	Program Representative: Tom Soma, Executive Director
The Children's Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 leslie@childrenscenter.cc	The Children's Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 tom@childrenscenter.cc
FEIN: 75-3027143	

RECITALS

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team ("MDT") that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.

1. In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention ("CAMI") Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment Account Public Safety Fund ("CFAA"). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit and juvenile courts.
2. The Children's Center ("SUBRECIPIENT") is a partner in Clackamas County's ("COUNTY") response to child abuse, intervention, prevention and prosecution. SUBRECIPIENT provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors

and others concerned for the welfare of the child. SUBRECIPIENT also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. SUBRECIPIENT also provides mental health crisis intervention and referral, support, education and case management for families in Clackamas County struggling with issues of abuse or neglect.

3. COUNTY received \$407,597 from State of Oregon for fiscal 17-18 for Child Abuse Multi-Disciplinary Intervention (CAMI). Of these funds, \$360,000 are directed by the Clackamas County CAMI MDT to the SUBRECIPIENT, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement (the "Agreement") the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2017-2019 that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746.
4. **Grant Funds.** COUNTY's funding for this Agreement is the CAMI-MDT-2017-ClackamasCo.DAVAP-00002 issued to the COUNTY by the State of Oregon, Department of Justice through their CAMI program and Clackamas County General funds through the District Attorney's Office. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$440,000**.
 - 4.1. **State Funds: \$360,000** in state funds are provided by the State of Oregon, Department of Justice through their CAMI program.
 - 4.2. **Other Funds: \$80,000** in county general funds are provided through the District Attorney's budget.
5. **Disbursements.** Grant funds will be disbursed in after-the-fact, equal quarterly installments as outlined in Exhibit D: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to**

the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on 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.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with OAR 137-082-0220 (2) states that CAMI funds may be used for Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses. In accordance with ORS 418.746 (2) the RECIPIENT shall not use the grant funds to replace funds previously allocated by the RECIPIENT for child abuse intervention (i.e. supplanting). Additional guidance can be found at on allowable and unallowable costs are provided in the CAMI grant management handbook. http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Payment.** Routine requests for reimbursement should be submitted quarterly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. Payments for the entirety of this agreement will be made in four (4) equal payments upon receiving quarterly invoices. SUBRECIPIENT must submit a final request for payment no

later than fifteen (15) days after the end date of this Agreement. All requests should be submitted to Clackamas County Finance, Attn: Michael Morasko, 2051 Kaen Rd, Oregon City OR 97045.

- g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit B: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit C: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the State of Oregon Department of Justice, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years following the Project End Date (June 30, 2018), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.
- l) **Criminal History Verification.** SUBRECIPIENT shall obtain a criminal history record check on any employee, potential employee, contractor, or volunteer working with victims of crime. The criminal record check should be sufficient to indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an individual who may work with victims of crime.

Accordingly, SUBRECIPIENT shall develop policies and procedures to review criminal arrests or convictions of employees, potential employees, contractors, and volunteers. The review will encompass: the severity and nature of the crime, the number of offenses, the time elapsed since occurrence, the circumstances surrounding the crime, the individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior, and the police report confirming the individual's explanation of the crime. Based on the information received, SUBRECIPIENT shall determine if the employee, potential employee, contractor, or volunteer has been convicted of one of the crimes in this Section and whether based upon the conviction, the individual poses a risk to working safely with victims of crime. If SUBRECIPIENT chooses to hire or retain the said individual, SUBRECIPIENT shall confirm the reasons in writing and place this along with all background checks and related information in the personnel file for

permanent retention. Justifications to hire or retain shall address how the individual is presently suitable or able to work with victims of crime in a safe and trustworthy manner.

- m) **Confidentiality.** SUBRECIPIENT expressly agrees to comply with ORS 418.795 (1) and will follow all confidentiality requirements when working with victims of crime.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) COUNTY’s performance under the Agreement is conditioned upon SUBRECIPIENT’s compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board (“LCRB”) regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what

is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.

- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. 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, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, 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 covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - 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.
- 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)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

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

SUBRECIPIENT
The Children's Center
1713 Penn Lane
Oregon City, OR 97045

CLACKAMAS COUNTY, OREGON

The Children's Center of Clackamas County

By: _____
Chair

By: _____
Tom Soma, Executive Director

Dated: _____

Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: Performance Reporting
- Exhibit C: Request for Reimbursement

EXHIBIT A

STATEMENT OF PROGRAM OBJECTIVES

The Children's Center of Clackamas County's program is comprised of the following:

Children's Center is a medical evaluation center for children suspected to be victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of a child.

Forensic Medical Assessments

Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

Forensic Interviewing Services

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

Family Support

Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

Community Outreach & Education

Trainings, presentations and resources for local professional and community groups.

Medical Record Reviews

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

Non-Offending Caregiver Support Groups

Support groups for non-offending caregivers of children who have been sexually abused.

Response to Inappropriately Sexualized Kids ("RISK") Outreach

RISK was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

GOALS:

Children's Center Goals, Objectives, Outcomes FY 2017-2018

1. **Goal:** Provide high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County's MDT partners.

A. Objectives	B. Activities	C. Target Outputs	D. Output Number	E. Outcomes
1. Solicit feedback from patients and families	Administer satisfaction surveys to families served	90% of families are satisfied with services		
2. Solicit feedback from MDT partners	Administer satisfaction surveys to partners who attend evaluations	90% of partners are satisfied with overall services		
3. Staff providing services to families will be well trained	Provide opportunities to staff to access relevant training	90% of staff providing services to families will attend relevant trainings		

2. Goal: RISK Outreach

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families and other community agencies.

A. Objectives	B. Activities	C. Target Outputs	D. Output Number	E. Outcomes
1. Provide outreach, intervention and follow-up to RISK referrals	Initiate contact with families and provide education, support & referrals.	Provide outreach and resources to @ 50 families.		
2. Provide outreach, resources and education to local school districts, day care providers, etc.	Initiate or follow-up on school requests or identified agencies in need of training or resources	Provide 2-5 outreach training / resources to school districts, day care providers, law enforcement or other mandatory reporters.		
3. Coordinate with RISK Team members in providing services to families.	Attend all monthly RISK meetings. Coordinate with community agencies as needed.	Monthly reports of status / outcomes of cases referred to RISK Outreach. Quarterly reports documenting number of contacts, type of referral & outcomes.		

PROJECT:

Clackamas County commitment entails:

Oregon law (ORS 418.746-418.796) requires that every county utilize the MDT that is coordinated through each county's District Attorney's office. (Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds¹ and assign a senior deputy district attorney ("DDA") to chair the MDT. The DDA will ensure that local support is maintained and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Grant Handbook, page 32)

¹ Spending authority remains with the MDT and is strictly tied to the agreed grant budget.(Grant Handbook, page 15)

EXHIBIT B PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

January 15, 2018 for the time frame 7/1/17 – 12/31/17

July 15, 2018 for the time frame 1/1/18 – 6/30/18

(a) Statistical report to include:

a) Number of children referred and seen for medical assessments

b) Number of children referred and seen for advocacy services (protective, intervention, prevention)

c) Number of children referred and seen for treatment services (protective, intervention, prevention)

(b) Progress Report to include:

a) Goals, objectives, and outcomes

2. The Recipient must submit a Final Performance Report no later than July 15, 2018.

All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

EXHIBIT C
REQUEST FOR REIMBURSEMENT

Grant disbursements will be made in equal, quarterly installments for the following periods:

- October, 2017 for period ending July 1, 2017 – September 30, 2017
- January, 2018 for period ending October 1, 2017 – December 31, 2017
- April, 2018 for period ending January 1, 2018 – March 31, 2018
- July, 2018 for period ending April 1, 2018 – June 30, 2018

SUBRECIPIENT will submit an invoice for each equal installment by the 15th of the month of the period in question. The final invoice (April-June, 2018) should be received by COUNTY by July 15th, 2018.